

SPECIAL COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, September 29, 2020, 4:30 p.m.



Please silence cell phones during the City Council meeting.

COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: CouncilComments@casperwy.gov

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC HEARINGS

A. Ordinance

1. Approving the **Vacation** of a **0.017-Acre Portion of a Public Right of Way (Alley)** Located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition.

B. Resolution

1. **Encroachment Agreements** between the City of Casper, Wyoming and **Natrona County, Wyoming**, at or **Near the Wyoming Medical Center**.

4. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, October 6, 2020 – Council Chambers
6:00 p.m. Tuesday, October 20, 2020 – Council Chambers

Work sessions

4:30 p.m. Tuesday, October 13, 2020 – Council Chambers
4:30 p.m. Tuesday, October 27, 2020 – Council Chambers

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

September 16, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Public Hearing for Consideration of an Ordinance to Vacate a 0.017-Acre Portion of a Public Right of Way (Alley) Located Between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition

Meeting Type & Date:

Regular Council Meeting, September 29, 2020

Action Type:

First Reading, and Public Hearing on an Ordinance

Recommendation:

That Council, by ordinance, approve the vacation of a 0.017-acre portion of a public right of way (Alley) located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition.

Summary:

Natrona County has petitioned for the vacation of a small, leftover piece of public right-of-way, located in the block between East 3rd and East 5th Streets, and between South Washington and South Conwell Streets. The balance of the streets and alleys in the block were vacated by the City many years ago, at the time the block was developed. During the due diligence process of the property sale, Banner Health discovered that a small portion of the alley was unintentionally omitted from the previous vacations. Banner Health is requiring the County to clean up the vacation of the alley as one of the conditions of the sale. According to the sale agreement between the parties, first reading of the City's ordinance must occur before closing, which is scheduled for October 1, 2020.

Natrona County has provided a signed petition with signatures of a majority of the property owners, who own a majority of the property proposed for vacation, and extending three hundred feet (300') in all directions. In addition, the County has obtained easement releases from all affected Casper utility providers.

Financial Considerations:

Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation, if desired.

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing vacation requests.

Attachments:

Ordinance with Exhibits

Location Map

ORDINANCE NO. 22-20

AN ORDINANCE APPROVING THE VACATION OF A 0.017-
ACRE PORTION OF PUBLIC RIGHT OF WAY (ALLEY)
LOCATED BETWEEN LOT 17, NATRONA HEIGHTS RE-
SUBDIVISION AND LOT 4 OF WHITE'S ADDITION

WHEREAS, Natrona County has requested the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition; and,

WHEREAS, said portion of public right-of-way is more particularly described by metes and bounds in Exhibits "A" and "B," which by reference herein are hereby incorporated into this ordinance; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the right-of-way (alley) proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, prior to third and final reading, Natrona County will submit signed consents to release and abandon the utility easement associated with said portion of right-of-way (alley) being proposed for vacation, from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of right-of-way (alley) can be vacated without adversely impacting utility services or traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of right-of-way (alley).

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition, as described in Exhibits "A" and "B", is hereby approved.

SECTION 2:

That the vacated portion of public right-of-way (alley) shall revert to the adjoining land owners, as provided by law.

SECTION 3:

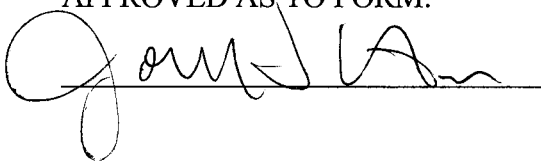
This ordinance shall be in full force and effect from and after passage on three readings, publication pursuant to law.

PASSED on 1st reading the _____ day of _____, 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:

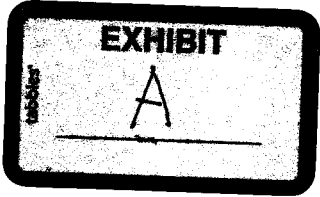


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

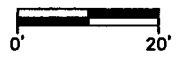
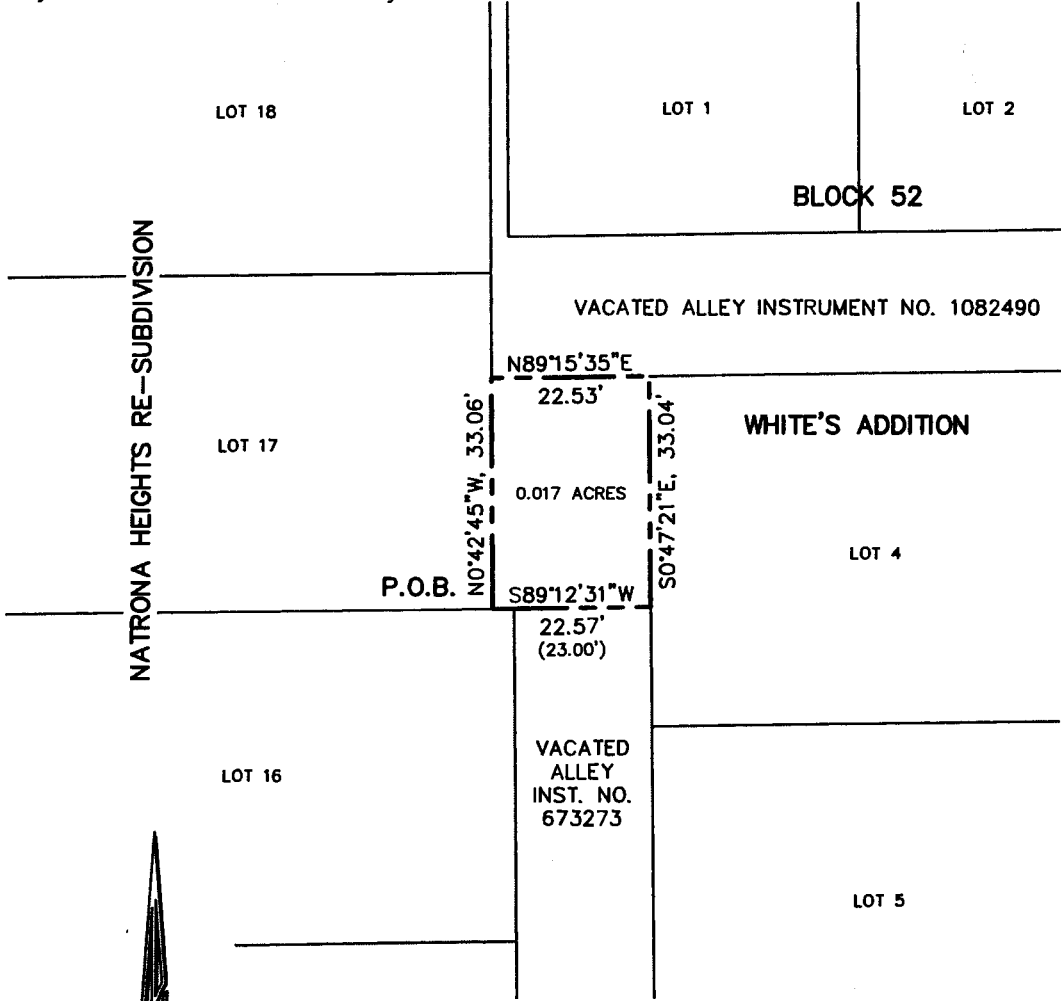


WLC ENGINEERING & SURVEYING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client BANNER HEALTH Address 2901 NORTH CENTRAL AVE., STE. 160
 City PHOENIX State ARIZONA Zip 85012

PROPERTY LOCATION PLAT

NE1/4NW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision WHITE'S ADDITION
 City CASPER County NATRONA State WYOMING

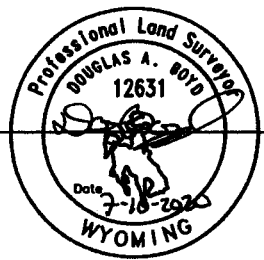


SCALE: 1"=20'
 BASIS OF BEARING:
 STATE PLANE COORDINATES
 WYOMING EAST CENTRAL ZONE
 NAD 83/2011
 US SURVEY FOOT GRID DISTANCE

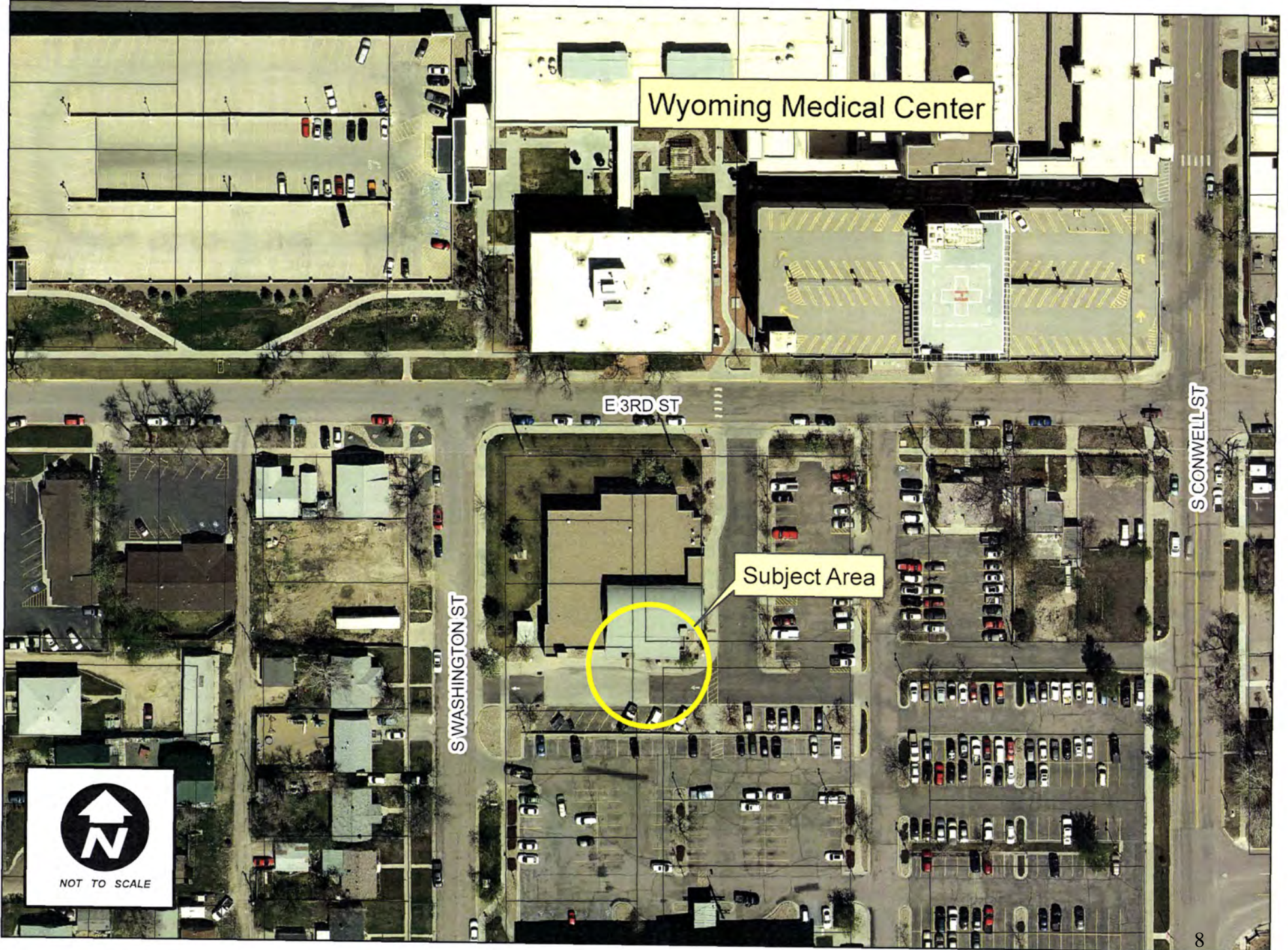
LEGEND

- (0.00') RECORD
- $N0^{\circ}00'00''W$, 0.00' MEASURED
- PARCEL BOUNDARY

Exhibit "A"
 Date: 07-10-20
 W.O. No. 17030-13
 Book No. _____, Pg. _____
 Drawn By: MPJ
 Acad File: ALLEY PARCEL



Wyoming Medical Center - Partial Alley Vacation



Wyoming Medical Center

E 3RD ST

SWASHINGTON ST

SCONWELL ST

Subject Area



September 17, 2020

MEMO TO: City Council
J. Carter Napier, City Manager *JCN*

FROM: Wallace Trembath, III, Deputy City Attorney *W.T.*

SUBJECT: Encroachment Agreements between the City of Casper, Wyoming and Natrona County, Wyoming, at or near Wyoming Medical Center in Casper, Wyoming.

Meeting Type & Date

Special Council Meeting
September 29, 2020

Action type

Authorization and Approval

Recommendation

That the Mayor is authorized and directed to execute the agreements described below.

Summary

In anticipation of the sale of Wyoming Medical Center from Natrona County, Wyoming, to a private purchaser, title work was performed by the purchaser. The title work identified encroachments by Wyoming Medical Center on City property and City rights-of-way that need to be addressed. The encroachment agreements are intended to remove title issues created by the encroachments and provide the City of Casper fair value for land encroached upon.

The fair compensation, for the use of the encroachment areas, was determined by comparison of similar values and fees of the encroachment areas. Natrona County has agreed to pay the appraised values to the City of Casper as compensation for the use of the encroachments valued at approximately Sixty-Seven Thousand Three Hundred Thirty-One Dollars and Ninety-Three Cents (\$67,331.93) by contributing to one-third of the costs and expenses of a street pavement project of Coates Road.

The City of Casper currently has various License Agreements in place with Wyoming Medical Center regarding the property which should be terminated contemporaneously with Natrona County and the City of Casper to entering into the Encroachment Agreements. That will clear the record of any previous conflicting licenses that may be in place on or near the property.

Financial Considerations

\$67,331.93 (Which will be paid by Natrona County to the City of Casper as contribution to one-third of the costs and expenses of the street pavement project of Coates Road.)

Oversight/Project Responsibility

City Attorney's Office
Public Services

Attachments

- Termination of License Agreement between Wyoming Medical Center and the City of Casper
- Encroachment Agreement – Hospital Building;
- Encroachment Agreement – East 2nd Street Building
- Encroachment Agreement – McMurry Medical Arts
- Encroachment Agreement – Utility and Access Tunnel South Conwell Street
- Encroachment Agreement – Underground Fiber Data Line
- Encroachment Agreement – Underground Electrical Services 3rd Street and South Conwell
- Encroachment Agreement – Underground Electrical Services – East 2nd and East 3rd Streets

RESOLUTION NO. 20-185

A RESOLUTION AUTHORIZING THE TERMINATION OF LICENSE AGREEMENTS AND ENTERING INTO VARIOUS ENCROACHMENT AGREEMENTS BETWEEN NATRONA COUNTY AND THE CITY OF CASPER TO ALLOW ENCROACHMENTS ON PUBLIC RIGHT-OF-WAYS.

WHEREAS, Natrona County is the owner of certain real property which encroaches on various City public right-of-ways as further set out in the Encroachment Agreements described below; and,

WHEREAS, Natrona County, the encroaching party, is in the process of transferring the real property and has agreed as a condition precedent to the transfer to resolve the encroachments of the encroaching properties on the public right-of-ways; and,

WHEREAS, the City of Casper has agreed to accept fair compensation for the use of the encroachment areas which was determined by comparison of similar values and fees of the encroachment areas; and,

WHEREAS, Natrona County will pay the appraised values to the City of Casper as compensation for the use of the encroachments valued at approximately Sixty-Seven Thousand Three Hundred Thirty-One Dollars and Ninety-Three Cents (\$67,331.93) by contributing to one-third of the costs and expenses of a street pavement project of Coates Road, in Casper, Wyoming; and,

WHEREAS, the City of Casper currently has various License Agreements in place with Wyoming Medical Center regarding the real property which should be terminated for Natrona County and the City of Casper to enter into the superseding Encroachment Agreements more particularly described below.


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk attest:

1. Termination of License Agreement between Wyoming Medical Center and the City of Casper;
2. Encroachment Agreement – Hospital Building;
3. Encroachment Agreement – East 2nd Street Building ;
4. Encroachment Agreement – McMurry Medical Arts;
5. Encroachment Agreement – Utility and Access Tunnel South Conwell Street;
6. Encroachment Agreement – Underground Fiber Data Line;

7. Encroachment Agreement – Underground Electrical Services 3rd Street and South Conwell; and,
8. Encroachment Agreement – Underground Electrical Services – East 2nd and East 3rd Streets.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

TERMINATION OF LICENSE AGREEMENTS

This Termination of License Agreements (this "*License Termination*") is made as of _____, 2020 (the "*Effective Date*"), by and between Wyoming Medical Center, Inc., a Wyoming nonprofit corporation ("*WMC*") and the City of Casper, Wyoming (the "*City*").

WHEREAS, WMC and the City are parties to those certain License Agreements listed on Exhibit A (the "*License Agreements*"), attached hereto and incorporated herein by this reference, for certain encroachment areas as described in the License Agreements (collectively, the "*Encroachments*").

WHEREAS, WMC and the City desire to terminate the License Agreements and for the City and Natrona County, Wyoming, to enter into separate Encroachment Agreements for each of the Encroachments.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agrees as follows:

1. Termination of License Agreements. The parties hereby terminate the License Agreements effective as of the Effective Date.
2. Counterparts and Facsimile Delivery. This License Termination may be executed in multiple counterparts, each of which shall be deemed an original.

[Signature Pages Follow.]

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of _____, 2020, by Steven K. Freel as Mayor of the City of Casper, Wyoming.

Witness my hand and official seal.

Notary Public

My commission Expires:

Exhibit "A"

License Agreements

1. License Agreement for Underground Electrical Services between the City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, dated June 17, 1998, recorded June 19, 1998, as instrument no.: 615936.
2. Revocable License Agreement for Underground Fiber Data Line between the City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, dated September 18, 2012, recorded September 21, 2012 as instrument no.: 936313.
3. License Agreement for Underground Electrical Services between the City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, dated May 7, 1997, recorded May 14, 1997 as instrument no.: 595638.
4. Unrecorded License for Utility and Access Tunnel between the City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, dated May 16, 1988.
5. License Agreement between City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, for a Pedestrian Loading and Unloading Parking Bay dated April 2, 2002, recorded April 9, 2002, as instrument no.: 690369.
6. License Agreement between City of Casper, Wyoming, as licensor, and Wyoming Medical Center, as licensee, for Building Encroachments dated May 7, 1997, recorded May 14, 1997, as instrument no.: 595636.

ENCROACHMENT AGREEMENT

(Hospital Building)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: hospital building (“Building”), overhangs, drainage downspouts, water and/or snow run-off from any of the foregoing, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each and “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire Building shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental

Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building is completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable

amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson

Eric K. Nelson
County Attorney



ATTEST

Tracy Good

Tracy Good
Natrona County Clerk

Board of County Commissioners
Natrona County

Rob Hendry

Rob Hendry
Commissioner Chairman

My term of office expires
January 3, 2023

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.



Michelle Maines
Notary Public.
Deputy Clerk / Commissioner's Assistant Title (and Rank)

My commission expires: 11/14/2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

EXHIBIT A



Caswell

April 25, 1997
Revised: July 30, 2020

Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012

W.O. No.: 17030-01

Description: (Building and Overhang Encroachment – Conwell St.)

A Parcel located in and being a portion of south Conwell Street, City of Casper and also located in the N1/2, section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also a point in the easterly line of Block 50, White's Addition to the city of Casper, Wyoming and the westerly line of said South Conwell Street and from which point the northeasterly corner of said Block 50 bears North, 15.00 feet; thence along the northerly line of said Parcel and into said South Conwell Street, East, 10.00 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and parallel to the westerly line of said South Conwell Street, South, 275.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, West, 10.00 feet to the southwesterly corner of said Parcel and a point in the westerly line of said South Conwell Street and the easterly line of said Block 50; thence along the westerly line of said Parcel and South Conwell street and the easterly line of said Block 50, North, 275.00 feet to the Point of Beginning and containing 0.063 acres, more or less.

ENCROACHMENT AGREEMENT
(East 2nd Street Building)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 ("Encroaching Party") and the CITY OF CASPER, WYOMING ("City") with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, "**Parties.**"

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows ("Property"):

LOT 1, BLOCK 48, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as East 2nd Street ("East Second Street Right of Way"), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area, the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of East Second Street Right of Way as legally described and set forth in Exhibit "A" hereto (the "Encroachment Area") for the purposes described herein relating to the following property in the Encroachment Area: overhangs of medical building ("Building") and water and/or snow run-off from any of the foregoing, and any replacements of any of the foregoing (collectively, the "Encroaching Property");

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the East Second Street Right of Way (each an "Owner") and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced East Second Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the East Second Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire Building shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the East Second Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION, AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the East Second Street Right of Way in its present configuration and alignment and any of the present utilities within the East Second Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property, and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and East Second Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building is completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

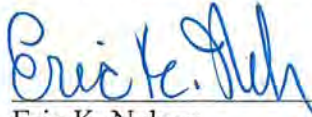
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

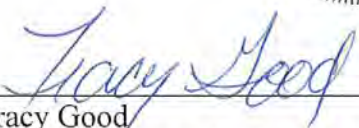
NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

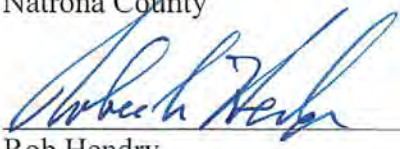

Eric K. Nelson
County Attorney



ATTEST


Tracy Good
Natrona County Clerk **My term of office expires
January 3, 2023**

Board of County Commissioners
Natrona County

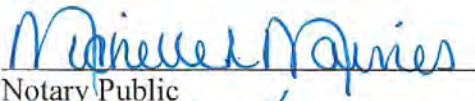

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)



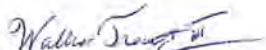

Michelle L. Maines
Notary Public
Commissioner's Assistant Title (and Rank)
Deputy Clerk

My commission expires: 11-14-2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM



Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

EXHIBIT A



July 30, 2020

Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012

W.Q. No. 17030-01

Description: (Building Overhang Encroachment - E. 2nd St.)

A Parcel located in and being a portion of East 2nd Street, City of Casper and also located in the N1/2, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also the northwesterly corner of Block 48, White's Addition to the City of Casper, Wyoming and the southerly line of said East 2nd Street, thence along the westerly line of said Parcel and into said East 2nd Street, North, 7.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and parallel to the southerly line of said East 2nd Street, East, 90.00 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel, South, 7.00 feet to the southeasterly corner of said Parcel and a point in the southerly line of said East 2nd Street and the northerly line of said Block 48; thence along the southerly line of said Parcel and East 2nd Street and the northerly line of said Block 48, West, 90.00 feet to the Point of Beginning and containing 0.014 acres, more or less.

PREPARED FOR CLIENTS BY DESIGN BY ESKYLLINER

ENCROACHMENT AGREEMENT
(McMurry Medical Arts)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between **COUNTY OF NATRONA, WYOMING** with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the **CITY OF CASPER, WYOMING** (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “B” hereto (the “Encroachment Area”) for the following purposes described herein relating to the following property in the Encroachment Area: pedestrian loading and unloading parking bay, sidewalk and stairs, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each and “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the

aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire building which is currently upon the Property ("Building") and the Encroaching Property are completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to

indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building and the Encroaching Property are completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate; provided, however, if just the Encroaching Property is all or partially destroyed and Encroaching Property owner can reasonably rebuild the destroyed Encroaching Property to not encroach in the Encroachment Area without adversely affecting the use of the Building or the Encroaching Property, then the Encroaching Party shall reasonably work with the City to mitigate or eliminate the encroachment of the rebuilt Encroaching Property.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any

material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson
Eric K. Nelson
County Attorney

ATTEST



Tracy Good
Tracy Good
Natrona County Clerk

My term of office expires
January 3, 2023

Board of County Commissioners
Natrona County

Rob Hendry
Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept., 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)


Michelle L. Maines
Notary Public
Deputy Clerk/Commissioner Assistant Title (and Rank)

My commission expires: 11-14-2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM



Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A

PARCEL 2:

THE SOUTH 78 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 6:

LOTS 4, 5, 6, 7, 8 AND THE WEST 56 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

AND

THAT PORTION OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID DESCRIBED LOT, 56 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, RUNNING THENCE EAST 56.4 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES 70½ FEET TO A POINT; THENCE WEST AT RIGHT ANGLES AND PARALLEL TO THE NORTH LINE OF SAID LOT, 56.4 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE PLACE OF BEGINNING.

PARCEL 7:

THE EAST 50 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 8:

LOT 5, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 9:

LOT 6, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 10:

LOT 7, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 11:

LOT 8, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 12:

LOT 9, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 13:

THE NORTH HALF OF LOT 15, AND ALL OF LOT 16, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 14:

LOT 14 AND THE SOUTH HALF OF LOT 15, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 15:

LOT 13, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 16:

THE EAST HALF OF LOT 11, AND THE SOUTH 32 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RESUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 17:

THE WEST HALF OF LOTS 11 AND 12, AND THE NORTH 16 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 18:

THAT PORTION OF VACATED SOUTH MELROSE STREET, LOCATED BETWEEN EAST 3RD STREET AND EAST 5TH STREET AND THE EAST-WEST ALLEY THAT RUNS FROM SOUTH CONWELL STREET TO SOUTH MELROSE STREET, WITHIN BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AS VACATED BY ORDINANCE NO. 4-01 RECORDED MAY 9, 2001 AS INSTRUMENT NO. 670009,

AND

THAT PORTION OF THE VACATED NORTH/SOUTH ALLEY BETWEEN THE CASPER SURGICAL CENTER AND EAST 5TH STREET, AND SOUTH MELROSE STREET AND SOUTH WASHINGTON STREET, STARTING AT THE SOUTH LOT LINE OF LOT 17, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 9-01 RECORDED JUNE 29, 2001 AS INSTRUMENT NO. 673273,

AND

THAT PORTION OF THE ALLEY THAT ABUTS LOTS 1, 18, 19 AND 20, BLOCK 52; A PORTION OF THE ALLEY THAT ABUTS LOTS 1, 2, 3, 4, 17 AND 18, BLOCK 52; IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 22-95 RECORDED JUNE 8, 2020 AS INSTRUMENT NO. 1082490,

AND

THAT PORTION OF THE VACATED ALLEY IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS,
PAGE 614, AS VACATED BY ORDINANCE NO. _____ RECORDED _____ AS
INSTRUMENT NO. _____.

EXHIBIT B

An 84-foot long break in the existing north curb-and-gutter of East 5th Street and a 166 feet long sidewalk and stairs, beginning approximately 250 feet west of the existing back of curb (projected) along South Conwell Street, and ending approximately 22 feet east of the existing back of curb (projected) along South Washington Street. The width of the parking bay, sidewalk and stairs shall be 18 feet.

ENCROACHMENT AGREEMENT
(Utility and Access Tunnel South Conwell Street)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “**Parties.**”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (collectively, the “Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires and utility and access tunnel across the Conwell Street Right of Way between the Wyoming Medical Center and the Central Services Building (“Central Services Building”), and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each an “Owner”) and their respective

successors and assigns, subject to terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings on the Property (the "Building"), the Central Services Building, and the Encroaching Property shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et*

seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building, the Central Services Building and the Encroaching Property are completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall cease; provided, however, if the Encroaching Property is still necessary for utilities and a tunnel between the rebuilt building and rebuilt central services building, and the rebuilt encroaching property structures shall be essentially the same outside dimensions and configurations as the original Encroaching Property, then all of Encroaching Party's rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition

or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson

Eric K. Nelson
County Attorney

ATTEST



Tracy Good

Tracy Good
Natrona County Clerk **My term of office expires
January 3, 2023**

Board of County Commissioners
Natrona County

Rob Hendry

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)



Michelle L. Maines

Notary Public
Deputy Clerk/Commissioner Assistant Title (and Rank)

My commission expires: 11/14/2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

EXHIBIT A

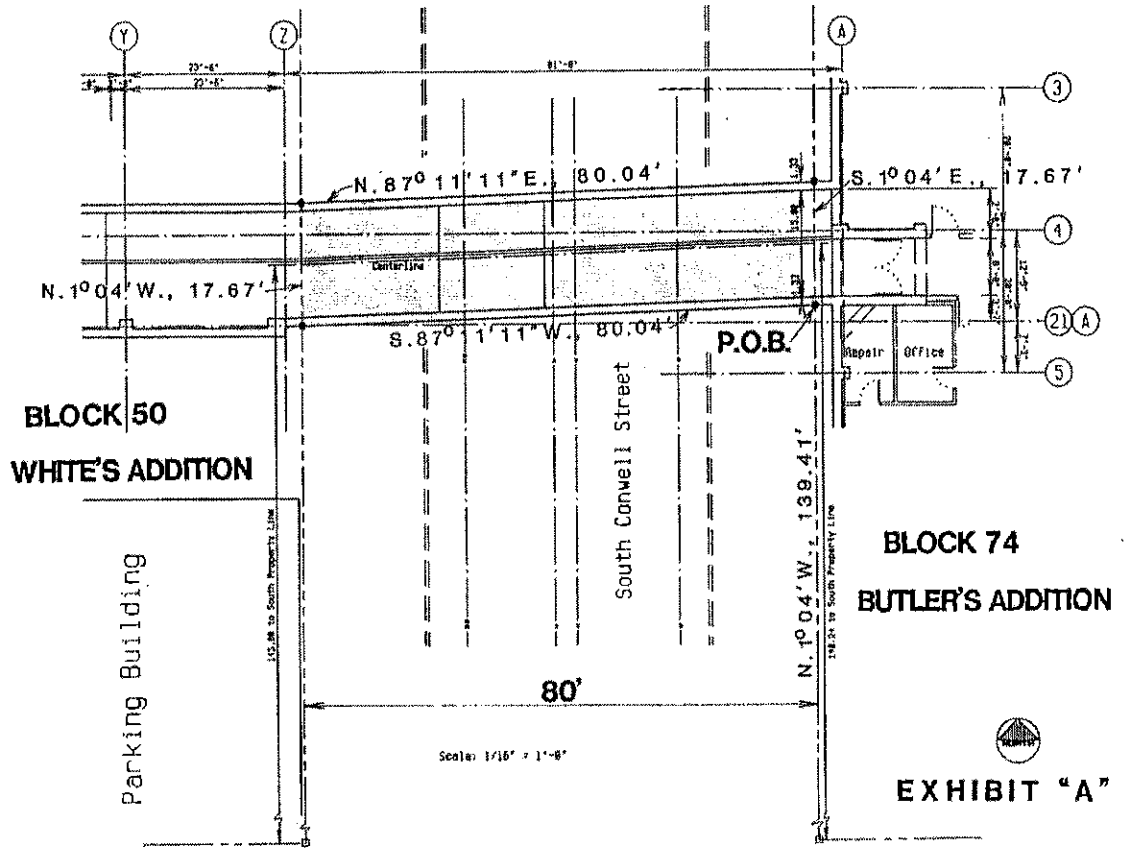
The following tunnel easement being located in a portion of the NW1/4 NE1/4 and NE1/4 NW1/4 of Section 10, Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described as follows:

Commencing at the southwesterly corner of Block 74, Butler's Addition to the City of Casper; thence, northerly along the westerly property line of Block 74 and easterly right-of-way line of South Conwell Street, N.1°04' W., 139.41 feet to a point being the southeasterly corner of said easement and the True Point of Beginning.

Thence, from the True Point of Beginning S.87°11'11"W., 80.04 feet along the southerly line of said easement to a point on the easterly property line of Block 50, White's Addition to the City of Casper and westerly right-of-way line of South Conwell Street being the southwesterly corner of said easement; thence, N.1°04'W., 17.67 feet, along the easterly line of said Block 50, being the westerly right-of-way line of said street and the westerly line of said easement to a point on the easterly line of Block 50, being the northwesterly corner of said easement; thence, N.87°11'11"E., 80.04 feet, along the northerly line of said easement to a point on the westerly property line of Block 74, Butler's Addition and easterly right-of-way line of South Conwell Street, and being the northeasterly corner of said easement; thence, S.1°04'E., 17.67 feet, along the westerly line of said Block 74 being the easterly right-of-way line of said street and the easterly line of said easement to the True Point of Beginning and containing 0.0324 acres more or less.

Depicted as the following:

**TUNNEL EASEMENT ACROSS
SOUTH CONWELL STREET**



ENCROACHMENT AGREEMENT
(Underground Fiber Data Line)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”):

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area (defined below) the title issue would be resolved and the Encroaching Party is allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “B” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground data line and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each an “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the

aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the "Building") shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to

indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson
Eric K. Nelson
County Attorney



ATTEST

Tracy Good
Tracy Good
Natrona County Clerk

My term of office expires
January 3, 2023

Board of County Commissioners
Natrona County

Rob Hendry
Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.



Michelle L. Maines
Notary Public
Deputy Clerk - Commissioners Assistant Title (and Rank)

My commission expires: 11-14-2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

EXHIBIT A

PARCEL 1:

THE NORTH 62 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 2:

THE SOUTH 78 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 3:

LOTS 17, 18, 19 AND 20, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 4:

THE EAST 43 FEET OF LOT 1, AND ALL OF LOTS 2, 3 AND 4, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 5:

LOTS 2 AND 3, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 6:

LOTS 4, 5, 6, 7, 8 AND THE WEST 56 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

AND

THAT PORTION OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID DESCRIBED LOT, 56 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, RUNNING THENCE EAST 56.4

FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES 70½ FEET TO A POINT; THENCE WEST AT RIGHT ANGLES AND PARALLEL TO THE NORTH LINE OF SAID LOT, 56.4 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE PLACE OF BEGINNING.

PARCEL 7:

THE EAST 50 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 8:

LOT 5, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 9:

LOT 6, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 10:

LOT 7, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 11:

LOT 8, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 12:

LOT 9, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 13:

THE NORTH HALF OF LOT 15, AND ALL OF LOT 16, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 14:

LOT 14 AND THE SOUTH HALF OF LOT 15, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 15:

LOT 13, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 16:

THE EAST HALF OF LOT 11, AND THE SOUTH 32 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RESUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 17:

THE WEST HALF OF LOTS 11 AND 12, AND THE NORTH 16 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 18:

THAT PORTION OF VACATED SOUTH MELROSE STREET, LOCATED BETWEEN EAST 3RD STREET AND EAST 5TH STREET AND THE EAST-WEST ALLEY THAT RUNS FROM SOUTH CONWELL STREET TO SOUTH MELROSE STREET, WITHIN BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AS VACATED BY ORDINANCE NO. 4-01 RECORDED MAY 9, 2001 AS INSTRUMENT NO. 670009,

AND

THAT PORTION OF THE VACATED NORTH/SOUTH ALLEY BETWEEN THE CASPER SURGICAL CENTER AND EAST 5TH STREET, AND SOUTH MELROSE STREET AND SOUTH WASHINGTON STREET, STARTING AT THE SOUTH LOT LINE OF LOT 17, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN

BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 9-01 RECORDED JUNE 29, 2001 AS INSTRUMENT NO. 673273,

AND

THAT PORTION OF THE ALLEY THAT ABUTS LOTS 1, 18, 19 AND 20, BLOCK 52; A PORTION OF THE ALLEY THAT ABUTS LOTS 1, 2, 3, 4, 17 AND 18, BLOCK 52; IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 22-95 RECORDED JUNE 8, 2020 AS INSTRUMENT NO. 1082490,

AND

THAT PORTION OF THE VACATED ALLEY IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. _____ RECORDED _____ AS INSTRUMENT NO. _____.

EXHIBIT B – See attached

Sheridan Heights Addition and the westerly line of said S. Conwell Street as measured 5 feet easterly and perpendicular therefrom, S.0°43'58"W., 305.01 feet to a point; thence across the intersection of S. Conwell Street and E. 8th Street, S.0°43'58"W., 69.92 feet to a point; thence continuing along the centerline of said Parcel and Strip and parallel to the easterly line of Lot 382 and Lots 487 through 500, inclusive, Kenwood Addition and the westerly line of said S. Conwell Street as measured 5 feet easterly and perpendicular therefrom, S.0°03'27"E., 719.40 feet to a point; thence continuing along the centerline of said Parcel and Strip and across said S. Conwell Street and into E. 10th Street, S.11°11'33"W., 23.64 feet to a point; thence continuing along the centerline of said Parcel and Strip and across said E. 10th Street, S.16°21'07"W., 47.37 feet to the most southerly end of the centerline of said Parcel and Strip and a point in and intersection with the northerly line of Lot 485, Kenwood Addition and Point of Terminus and from which Point the northeasterly corner of said Lot 485, Kenwood Addition bears N.89°58'01"E., 12.96 feet, and said Parcel and Strip containing 20,202 square feet or 0.464 acres, more or less, as set forth by the plats attached and made a part hereof, and excepting therefrom that portion of Lot 486 of said Kenwood Addition that falls within the above described Parcel and Strip.

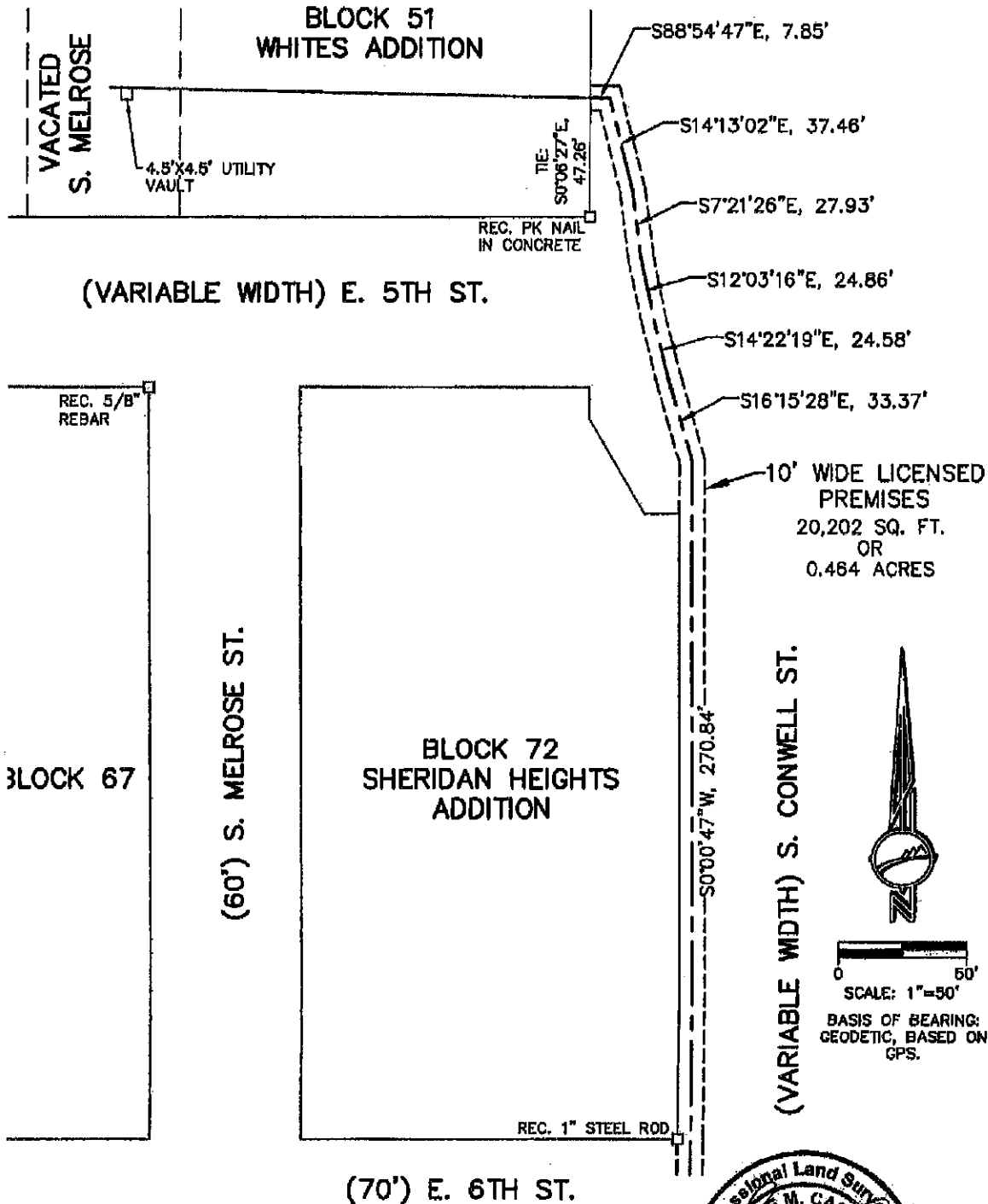


Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
 City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

PAGE 1 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot CONWELL STREET Block 72 Subdivision SHERIDAN HEIGHTS ADDITION
 City CASPER County NATRONA State WYOMING



Date: B-23-12
 W.O. No. 14764
 Book No. 1118, Pg. 44
 Drawn By: KRM
 Acad File: WMC LICENSE

EXHIBIT

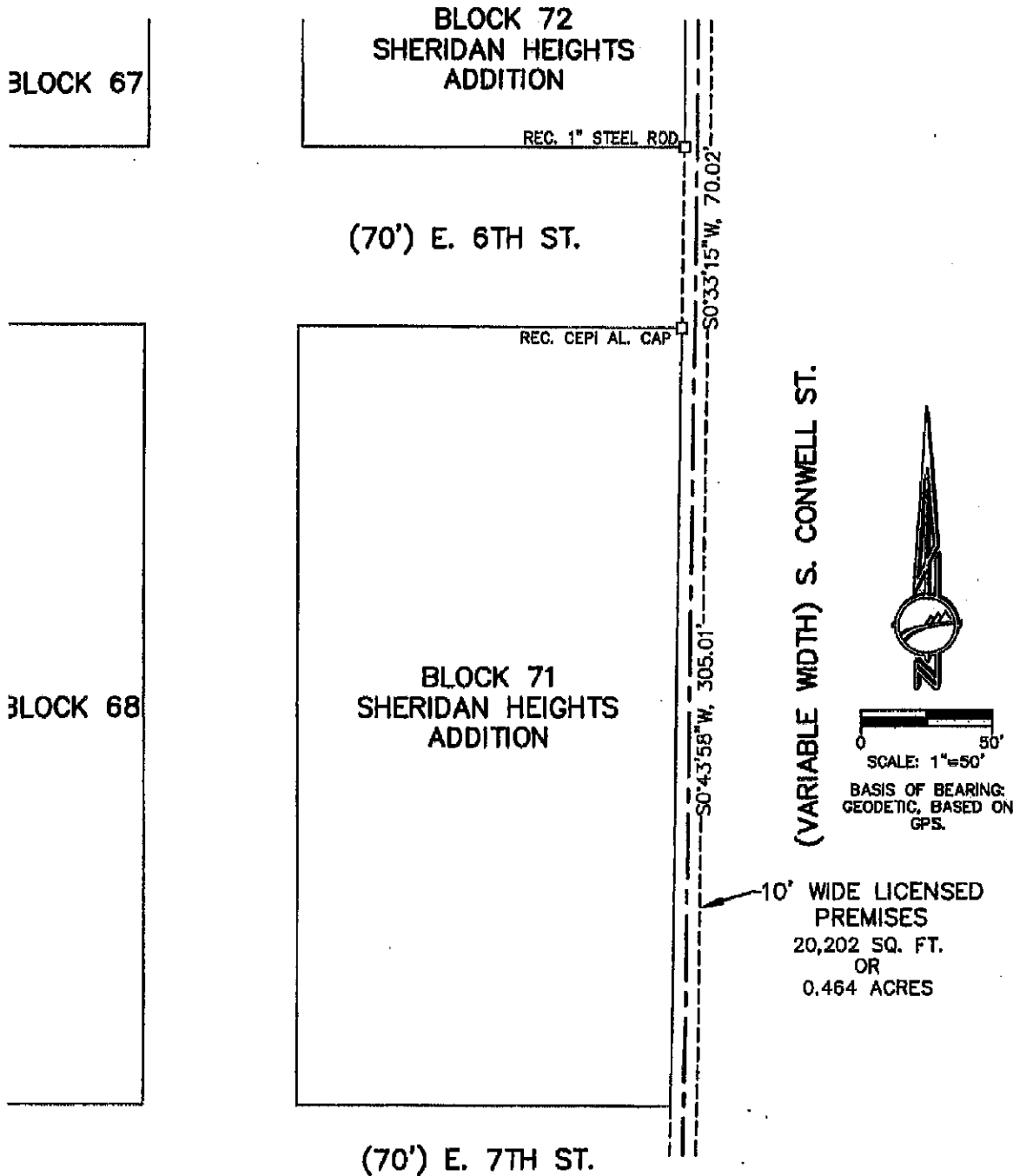
63B
 Page 3 of 6

WLC ENGINEERING, SURVEYING & PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT
PAGE 2 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot CONWELL STREET Block 71 Subdivision SHERIDAN HEIGHTS ADDITION
City CASPER County NATRONA State WYOMING



Date: 8-23-12
W.O. No. 14784
Book No. 1118, Pg. 44
Drawn By: KRM
Acad File: WMC LICENSE

EXHIBIT
64 B
Page 4 of 6

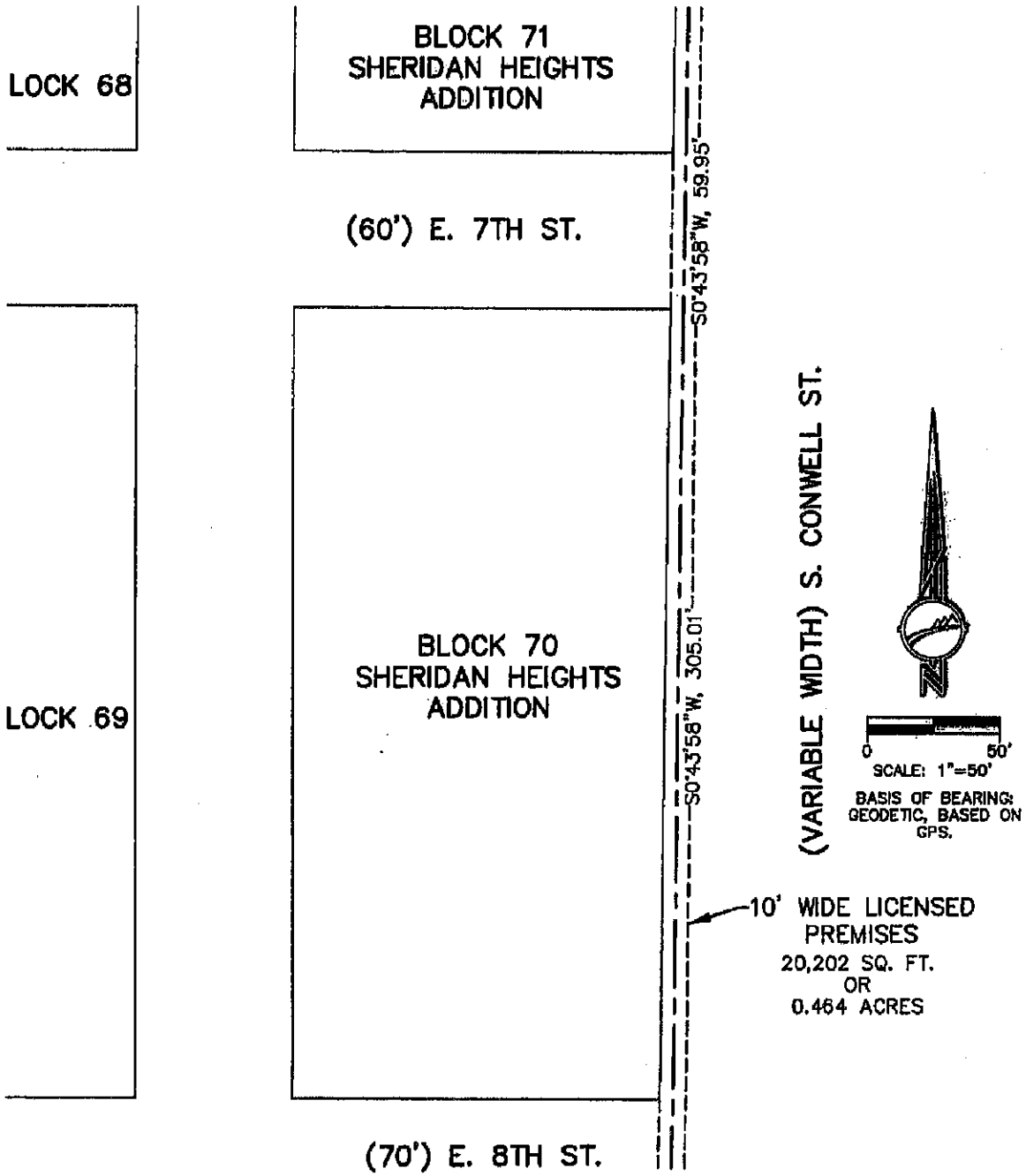
WLC ENGINEERING, SURVEYING & PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

PAGE 3 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot CONWELL STREET Block 70 Subdivision SHERIDAN HEIGHTS ADDITION
City CASPER County NATRONA State WYOMING



Date: 8-23-12
W.O. No. 14764
Book No. 1118, Pg. 44
Drawn By: KRM
Acad File: WMC LICENSE

WLC ENGINEERING, SURVEYING & PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

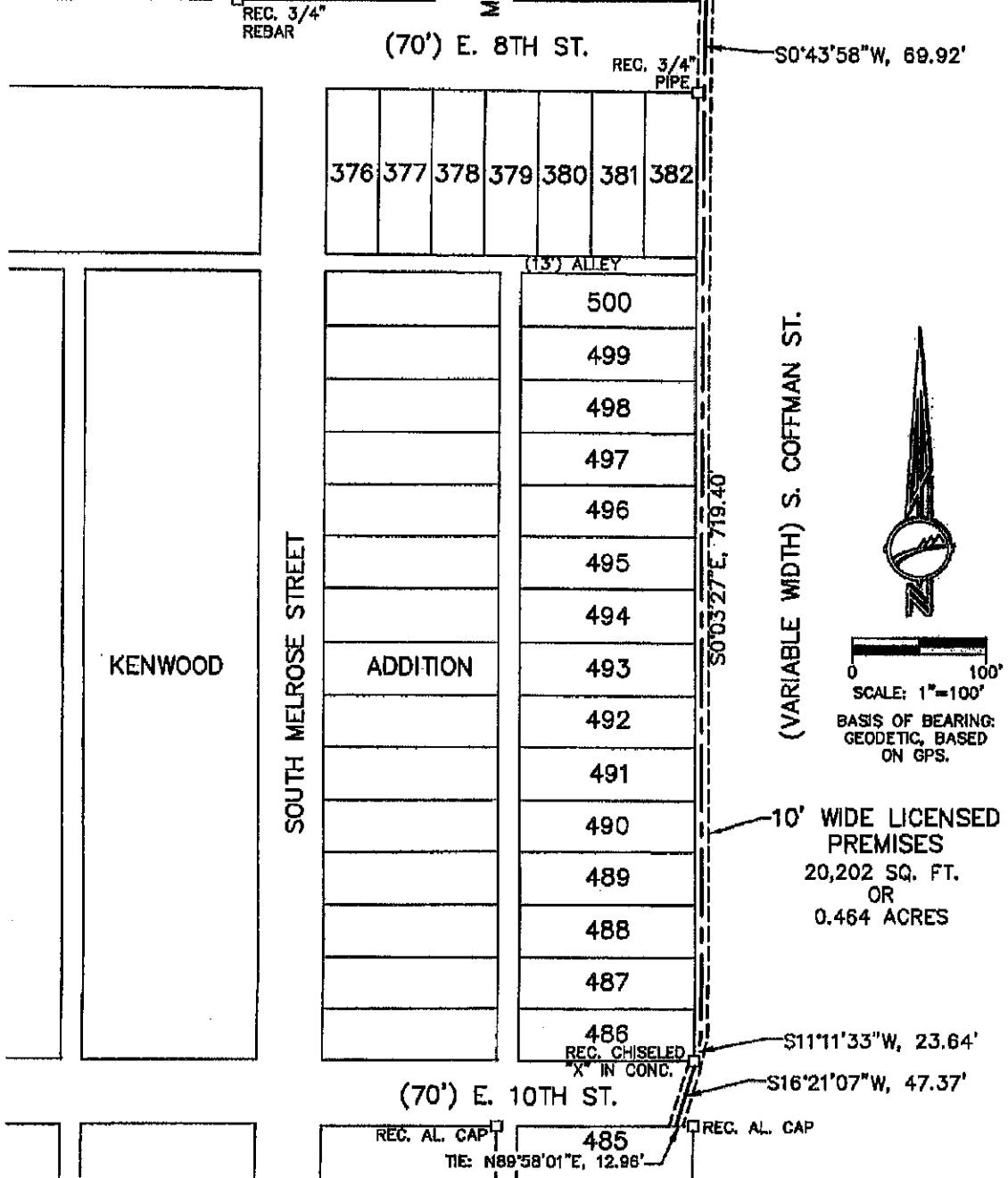
Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
 City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

PAGE 4 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot CONWELL STREET Block _____ Subdivision KENWOOD ADDITION
 City CASPER County NATRONA State WYOMING

BLOCK 69 SHERIDAN HEIGHTS SOUTH MELROSE BLOCK 70 ADDITION



Date: 8-23-12
 W.O. No. 14764
 Book No. 1118, Pg. 44
 Drawn By: KRM
 Acad File: WMC LICENSE

EXHIBIT
 B
66
 Page 6 of 6

ENCROACHMENT AGREEMENT

(Underground Electrical Services 3rd Street and South Conwell)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 ("Encroaching Party") and the CITY OF CASPER, WYOMING ("City") with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, "**Parties.**"

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows ("Property"):

THE WEST HALF OF THE SOUTH 20 FEET OF LOT 6, AND THE WEST HALF OF THE NORTH 20 FEET OF LOT 7, BLOCK 74, "BUTLER'S ADDITION" TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 10, 1910 IN BOOK 9 OF DEEDS, PAGE 352.

AND

THE WESTERLY 60.0 FEET OF THE SOUTHERLY 40.0 FEET OF LOT 7, BLOCK 74, "BUTLER'S ADDITION" TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 10, 1910 IN BOOK 9 OF DEEDS, PAGE 352.

WHEREAS, the City is the owner of those certain public rights-of-way known as South Conwell Street and East 3rd Street (collectively, the "Street Rights of Way"), which public rights-of-way in part adjoin the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Street Rights of Way as legally described and set forth in Exhibit "A" hereto (the "Encroachment Area") for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires, and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the "Encroaching Property");

WHEREAS, fair compensation for the use of the Encroachment Area was determined by

comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Street Rights of Way (each an "Owner") and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Street Rights of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Street Rights of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the "Building") shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Street Rights of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Street Rights of Way in its present configuration and alignment and any of the present utilities within the Street Rights of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall

not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson

Eric K. Nelson
County Attorney



ATTEST

Tracy Good

Tracy Good
Natrona County Clerk **My term of office expires
January 3, 2023**

Board of County Commissioners
Natrona County

Rob Hendry

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.



Michelle L. Maines

Deputy Clerk / Commissioners Assistant
Notary Public
Title (and Rank)

My commission expires: 11/14/2021

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM



Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

EXHIBIT A- See attached



WORTHINGTON, LENHART
and CARPENTER, INC.

CONSULTANTS:
ENGINEERING, LAND SURVEYING AND LAND PLANNING

200 PRONGHORN

CASPER, WYOMING 82601

PHONE 307 / 266-2524

May 20, 1998

Gorder South Group
Attn.: Lisa Hubbard
606 South David Street
Casper, Wyoming 82601

W.O. No.: 9613-02

Description: (Underground Power Easement)

A Parcel located in and being portions of East 3rd Street and South Conwell Street, Butler's Addition to the City of Casper, Wyoming, a subdivision of a portion of the NW1/4NE1/4, Section 10, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the most northerly corner of the Parcel being described and also a point in the easterly line of South Conwell Street and the westerly line of Block 74 of said Butler's Addition and from which point the southwesterly corner of said Block 74 bears South, 42.05 feet; thence from said Point of Beginning and along the easterly line of said Parcel and South Conwell Street and the westerly line of said Block 74, Butler's Addition, South, 24.68 feet to a point; thence into said South Conwell Street, S.40°50'55"W., 5.21 feet to a point; thence continuing along the easterly line of said Parcel and into said East 3rd Street, S.0°11'50"E., 61.57 feet to a point; thence S.45°37'42"E., 38.99 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, N.89°21'W., 24.80 feet to the southwesterly corner of said Parcel; thence N.28°59'09"W., 27.43 feet to a point; thence along the westerly line of said Parcel, North, 75.33 feet to a point; thence N.36°54'48"E., 22.33 feet to the Point of Beginning and containing 1,372 square feet, more or less, as set forth by the plat attached and made a part hereof.

615936.

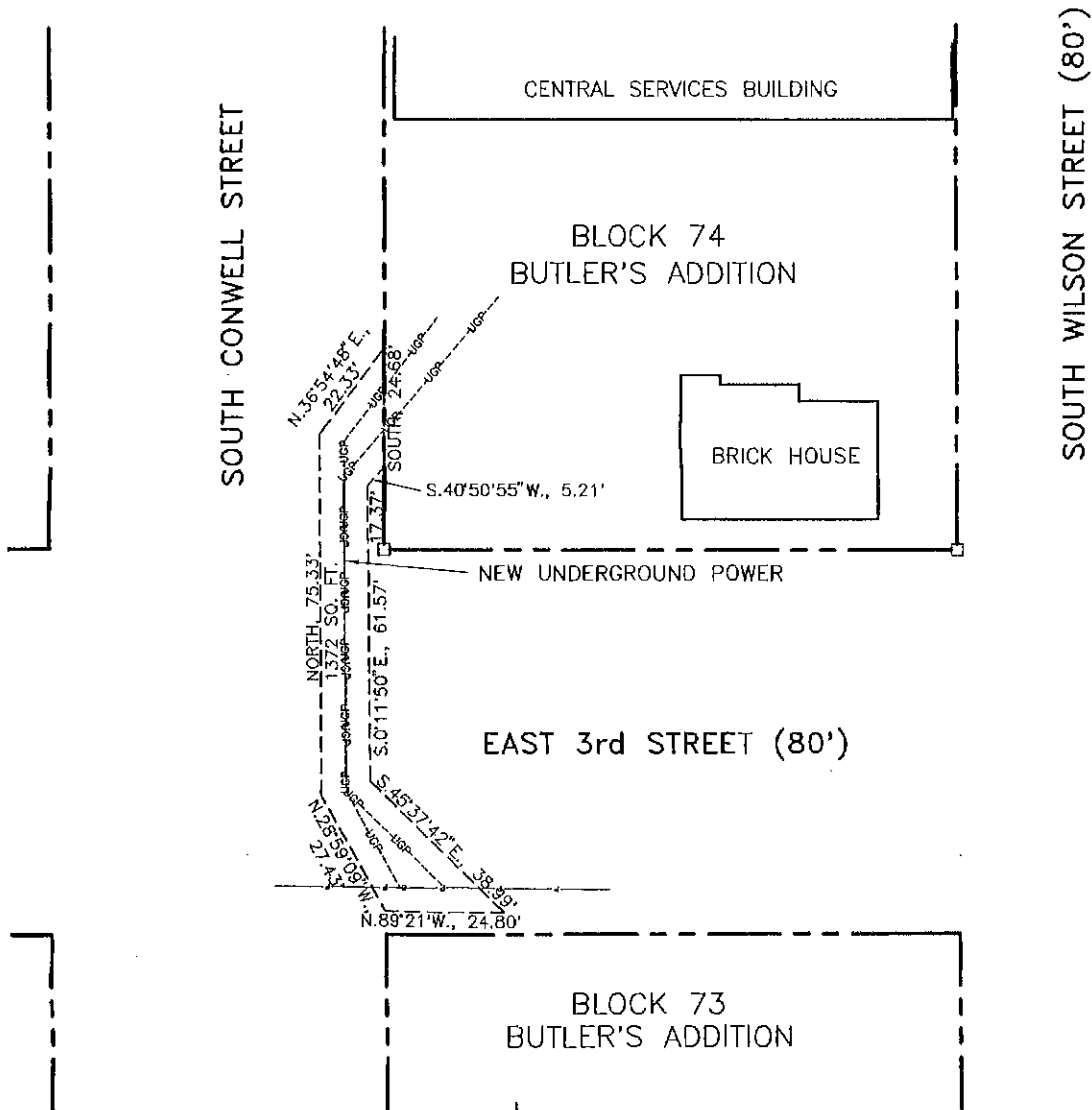
ms. 4.3.7

WORTHINGTON, LENHART & CARPENTER, INC.
 200 PRONGHORN STREET, CASPER, WYOMING 82601

Client GORDER SOUTH GROUP Address 606 SOUTH DAVID STREET
 City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

City CASPER County NATRONA State WYOMING
 Section _____, T. _____ N., R. _____ W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision BUTLER'S ADDITION
 SEE ATTACHED LEGAL DESCRIPTION.



Scale 1" = 30'
 Date 5-20-98
 W.O. No. 9613-02
 Book No. _____ Pg. _____
 Acad Dwg.: PWRESMT



615936

2007

ENCROACHMENT AGREEMENT
(Underground Electrical Services East 2nd and East 3rd Streets)

THIS ENCROACHMENT AGREEMENT dated this 15th day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF
CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT
RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of those certain public rights-of-way known as East 2nd Street and East 3rd Street (collectively, the “Street Rights of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area (defined below) the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Street Rights of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires, and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Street Rights of Way (each an “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Street Rights of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Street Rights of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the "Building") shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Street Rights of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Street Rights of Way in its present configuration and alignment and any of the present utilities within the Street Rights of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights,

immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any

material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

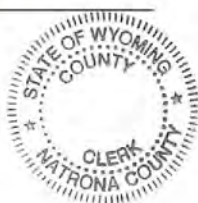
COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM

Eric K. Nelson

Eric K. Nelson
County Attorney



ATTEST

Board of County Commissioners
Natrona County

Tracy Good

Tracy Good
Natrona County Clerk

My term of office expires
January 3, 2023

Rob Hendry

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of Sept. 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)



My commission expires: 11-14-2021

Michelle L. Maines
Notary Public
Deputy Clerk/Commissioner Assistant. Title (and Rank)

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM



Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public

Title (and Rank)

My commission expires:

Exhibit "A"



**WORTHINGTON, LENHART
and CARPENTER, INC.**

**CONSULTANTS:
ENGINEERING, LAND SURVEYING AND LAND PLANNING**

200 PRONGHORN

CASPER, WYOMING 82601

PHONE 307 / 200-2824

April 25, 1997

Gorder-South Group
Attn.: Lisa Hubbard
606 S. David Street
Casper, Wyoming 82601

W.O. No.: 9451-02

Description: (Easement No. 2 - Utility Trench)

A Parcel located in and across South Conwell Street, City of Casper, between the Central Services Building and Wyoming Medical Center and also located in the N1/2, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described and also a point in the westerly line of Block 74, Butler Addition to the City of Casper, Wyoming and the easterly line of said South Conwell Street and from which point the southwesterly corner of said Block 74 bears South, 157.08 feet; thence along the southerly line of said Parcel and across said South Conwell Street, West, 80.04 feet to the southwesterly corner of said Parcel and a point in the westerly line of said South Conwell Street and the easterly line of Block 50, White's Addition to the City of Casper; thence along the westerly line of said Parcel and South Conwell Street, North, 4.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and across said South Conwell Street, East, 80.04 feet to the northeasterly corner of said Parcel and a point in the easterly line of said South Conwell Street and the westerly line of said Block 74, Butler Addition; thence along the easterly line of said Parcel and South Conwell Street and the westerly line of said Block 74, South, 4.00 feet to the Point of Beginning and containing 0.007 acres, more or less.

~ S ~