



City of Green River  
City Council Meeting  
Agenda Documentation

|                                 |                                  |
|---------------------------------|----------------------------------|
| Preparation Date: June 15, 2016 | Department: Public Works         |
| Meeting Date: July 5, 2016      | Department Head: Mark Westenskow |
|                                 | Presenter: Mark Westenskow       |

**Subject:**

*Consideration to Approve an Easement for Union Telephone Company*

**Background/Alternatives:**

*Union Telephone Company is seeking to install new fiber optic transmission equipment in a corridor across Sweetwater County. A portion of the corridor would need to cross through the City Limits of Green River between the WYDOT right-of-way for I-80 and the County right-of-way for Wild Horse Canyon Road. The new fiber optic transmission line would follow the City right-of way for Wild Horse Canyon Road for approximately 3,000 linear feet.*

*The proposed equipment will benefit all Union Telephone customers within the area, and will be located within existing street rights-of-way.*

**Attachments:**

*Easement Document*

**Fiscal Impact:**

*Minimal*

**Staff Impact:**

*Minimal*

**Legal Review:**

*Complete 6/3/2016*

**Suggested Motion:**

I move to approve the Easement with Union Telephone Company within Wild Horse Canyon Road, and authorize the Mayor to sign the pertinent Easement documents.

**Non-Exclusive  
Right of Way Easement**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned City of Green River, a Wyoming Municipal Corporation (hereinafter called the "Grantor"), in consideration of the sum of Three Thousand Dollars (\$3,000.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and of further agreements and considerations herein stated, does hereby grant and convey unto Union Telephone Company, of Mountain View, Wyoming (hereinafter called the "Grantee"), and to its successors and assigns, a perpetual, non-exclusive right-of-way easement being located in the County of Sweetwater, Wyoming, and more particularly described as follows:

EXHIBIT "A" (written description)

EXHIBIT "B" (photographic description)

Which easement shall not exceed sixteen (16) feet in width nor four (4) feet in depth (in accordance with the Wyoming Department of Transportation specifications), for the purpose of construction, reconstruction, replacement, removal, maintenance and operation of an underground fiber optic line or system, wires, cables, and fixtures, with the right to alter, repair and remove the same in whole or in part at any time. Pursuant to Wyo. Stat. § 34-1-141, and after construction and installation of the fiber optic line, Grantee shall supplement the descriptions in Exhibits "A" and "B" with a surveyed and as-built description upon completion of the construction. Upon completion of the survey, both parties shall agree to execute a recordable supplemental specific description of the easement granted herein as require by statute.

2. Grantee shall also have the right to reasonable ingress and egress across Grantor's property for any purpose necessary in connection with the construction, reconstruction, removal, maintenance and operation of said fiber optic line. Such ingress and egress shall be exercised in a reasonable manner and Grantor will be notified of such actions prior to occurrence, unless such actions are emergency in nature.

3. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor's property and any other personal property on said real property while performing construction or maintenance work on said right-of-way.

4. Grantor agrees that all lines, wires, underground equipment and other facilities installed by the Grantee on the above described lands shall remain the property of the Grantee, removable at the option of the Grantee.

5. Grantor shall be entitled to the full use and enjoyment of said premises, subject only to the reasonable rights of Grantee herein conveyed.

6. The grant herein contained is an easement and shall be perpetual, so long as said land is used for the aforementioned purposes and shall be binding upon the heirs, successors and assigns of Grantor. If Grantee shall fail for a period of one (1) year to use this easement for the purposes described herein, then this easement shall be vacated and Grantee shall remove any and all above ground equipment at Grantee's sole expense. Upon termination of this Right of Way

Easement, the recording of an Affidavit, signed by Grantor, shall serve as prima facie evidence of such termination and shall clear the title to this property. In addition, upon termination, the Grantor shall have the right, but not the obligation, to remove said fiber line from its property.

7. Grantor is well seized of the above described lands and will defend title thereto. Any conveyance of the right of way easement by Grantor during the grant term will be subject to this grant. Grantor covenants that at all times during the term of this grant, Grantee's quiet enjoyment of the right of way easement shall not be disturbed.

8. Grantor is a Municipal Corporation of Wyoming which has certain privileges and immunities. Nothing in this grant is intended to be a waiver by Grantor of any privileges or immunities.

9. Grantee shall be responsible for all costs associated with installation, construction, maintenance, operation, repair, removal, and any other matters associated with said fiber optic line.

10. Grantee shall restore any disturbed property, following any work relating to the fiber optic line. Any restoration shall restore the property to a state said property would have been in had the work not disturbed it. Also, all restoration work shall be subject to the Grantor's written approval.

11. Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers and employees from and against any and all claims, demands, penalties, fees, liabilities, settlements, damages, costs, or expenses (including reasonable attorney's fees, consultant fees, removal or response costs, court costs, and litigation expenses of any kind) known or unknown, arising out of or relative to Grantee's use Grantor's property.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Grantor:**  
City of Green River  
50 East 2nd North  
Green River, WY 82935

**Grantee:**  
Union Telephone Company  
P.O.Box 160  
Mountain View, WY 82939

By: \_\_\_\_\_  
\_\_\_\_\_  
On behalf of the City of Green River

By: \_\_\_\_\_  
\_\_\_\_\_  
On behalf of Union Telephone Company

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ the \_\_\_\_\_ on behalf of the City of Green River.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
 )ss  
COUNTY OF UINTA )

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ the \_\_\_\_\_ on behalf of Union Telephone Company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **EXHIBIT A**

The fiber will enter through the northern end of the City from WYDOT Property, at approximate coordinates of 41.539592° -°, following in a northerly direction along Wild Horse Road turning into Sweetwater County Road 53 (White Mountain Road). Continuing in a northeasterly direction on the south side of the highway. The fiber route will continue to the outskirts of the City at approximate coordinates of 41.541958°N & -109.463659°W.

## EXHIBIT B

