



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: September 8, 2023	Department: Public Works
Meeting Date: September 19, 2023	Department Head: Mark Westenskow
	Presenter: Mark Westenskow (Consent)

Subject:

Approval of a Right of Way Easement with Rocky Mountain Power

Background/Alternatives:

Rocky Mountain Power operates overhead power facilities across City-owned land in the vicinity of North 5th West in Green River. Some easements have existed for these facilities since the 1960's, but it has recently been discovered that not all existing electrical facilities in the vicinity are within the area defined by the existing easements. This Right of Way Easement will correct this situation.

Attachments:

Right of Way Easement and Map

Fiscal Impact:

Minimal

Staff Impact:

Minimal

Legal Review:

Complete

Suggested Motion:

"I move to approve the Right of Way Easement with Rocky Mountain Power for electrical facilities in the vicinity of North 5th West."

REV041216
Return to:
Rocky Mountain Power
Christy Tallon -estimating department
415 N St
Rock Springs, Wy 82901

Project Name: N 5th West Green River
WO#: n/a
RW#:

RIGHT OF WAY EASEMENT

For value received, City of Green River, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 666 feet in length, more or less, and for a right of way 10 feet in width and 350 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in Sweetwater County, State of Wyoming more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: A strip of land being 20 feet in width located in the Southeast Quarter (SE ¼) of Section 15, Resurvey Township 18 North, Range 107 West of the Sixth Principal Meridian, Green River, Sweetwater County, Wyoming; Said strip lies easterly and parallel to the rear property boundary of 360, 370, and 380 N 5th E, the centerline of which is described more particularly as follows;

Beginning at the Northeast terminus of the boundary described in the power line encroachment agreement between Union Pacific Railroad Company, and Pacific Power & Light Company dated November 25th, 1963; Thence northeast 251 feet to the northeast boundary of 380 N 5th W, projected Southeasterly.

Together with a strip of land 20 feet in width beginning at the northeast boundary of 380 N 5th W, projected Southeasterly, thence northeast 415 feet to a point on the Wyoming Department of Transportation Right-of-Way, said strip being centered on the existing overhead power lines traversing said parcel;

Together with a strip of land 10 feet in width centered on the existing overhead power lines parallel to and offset from the northeast boundary of 380 N 5th W and the northwest boundary of 380 N 5th W and 370 N 5th W, approximately 350 feet in length.

Assessor Parcel No. 1807-15-4-00-009-00

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

CITY OF GREEN RIVER, WYOMING,
a Wyoming municipal corporation,

By _____
Pete Rust, Mayor

STATE OF _____)
) ss.

County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public

in and for said State, personally appeared _____

(representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is

executed) of _____ and acknowledged to me that (he/she/they) executed the same.

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

(Notary Signature)
NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

