

DEDICATION OF UTILITY EASEMENT

This Dedication of General Utility Easement made effective this 17th day of February 2022, by Teal Ponds, LLC, a Wyoming limited liability company ("Grantor"), and the CITY OF SHERIDAN, WYOMING through the City Governing Body for the City of Sheridan ("Grantee") whose address is P.O. Box 848, Sheridan, WY 82801.

RECITALS

- A. By and through that Utility Easement Agreement recorded on December 6, 2018, in Book 578 at Page 129 of the Sheridan County Clerk's office, Sheridan County, Wyoming, as amended, (herein the "Easement"), Restoration Ranch, LLC extended an eight inch water main and an eight inch sewer main across lands owned by Grantor.
- B. Upon confirmation of completion of the terms set forth in the Easement, Grantor agreed to dedicate to the City an easement.

DEDICATION FOR PUBLIC USE

NOW, THEREFORE, for good and valuable consideration, including the mutual promise and covenants contained herein, it is agreed by and among the parties as follows:

1. Grant and Dedication of a Utility Easement

a. Grantor does hereby grant, convey and dedicate to the Grantee, a perpetual non-exclusive easement to inspect, operate, maintain, repair and replace the municipal water main and the municipal sewer main, and necessary appurtenances and connections thereto, currently constructed below ground, on the following described lands (herein the "easement area"):

See attached **Exhibit A**

2. Terms of Use

a. Grantee, shall have the perpetual non-exclusive right to use the easement for the benefit of the municipal water main and municipal sewer main and shall have the perpetual non-exclusive right to use the easement to maintain, repair and replace those below ground utilities providing service to the Public. If Grantee disturbs the surface of the easement area after the date hereof, Grantee will repair any trench settlement in the easement area and reseed and reclaim and restore the affected area to the condition it was in prior to the disturbance. If Grantee disturbs the surface, topsoil will be separated from subsoil, and topsoil will be spread back over the subsoil and the surface reseeded.

b. The Grantee and its employees, and authorized contractors shall have the right to access and traverse the easement for the purpose of monitoring, maintaining, repairing and using the easement and utility infrastructure.

c. The utilities placed in said easement shall be limited to the below ground utilities described in Section 1.a. unless express permission stating otherwise is authorized through a separate, recorded instrument executed by the Grantor, its successors or assigns.

d. Grantor and its successors may connect to the water main line or the sewer main line now constructed within the easement area at any time at no cost or expense. This right is freely assignable by Grantor to any person who purchases from Grantor all or part of Tract 11 A of the Blue Wing Minor Subdivision to the City of Sheridan, or all or part of Tract 10 of Marshall Subdivision, a subdivision in Sheridan County, Wyoming. No recoupment of costs for the construction or installation lines shall be payable by Grantor or its successors. There shall be no cost to connect to the sewer and/or water main lines for any extension of the main lines, but no person will be permitted to consume or use the City's municipal water and/or sewer services in the City-wide systems without first paying the usage fees based on the size/quantity of use, pursuant to the City's fee schedule for the plant investment fee, meter fee, tapping fee and/or radio read, all as tied to future usage of the City's system, as in effect at the time of such desired use.

3. Grantor's Use of Easement Area

a. Grantor expressly reserves the right to use and enjoy the land covered by this easement for any purposes whatsoever, provided that such use does not materially interfere with the rights granted to Grantee herein. Grantor may cross the easement area and construct such facilities as water lines, roads, fences, and other improvements over and across the easement area which will not unreasonably interfere with Grantee's rights granted. Grantor shall not construct any building or similar structure over the easement.

4. Warranty of Grantor

a. Grantor warrants that it has the authority to execute this easement and grant the rights described herein to the Grantee. Any approval required by a board of directors, shareholders, officers, joint tenants or partners has been obtained.

b. Grantor makes no warranty of title or otherwise in entering into this Agreement. The rights granted in this Agreement are subject to all real estate taxes for the present year, exceptions, reservations, covenants, conditions, restrictions, easements, rights-of-way, reservations and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building, zoning, subdivision, or other regulations of any private or governmental entity.

5. Indemnity / Release

a. Grantee shall indemnify, defend, and hold harmless Grantor, its managers and members from any and all claims, demands, liabilities or causes of action (including without limitation reasonable attorney's fees and expenses and costs of investigation or trial) arising out of Grantee's use of or operations on the premises described herein except for claims arising out of Grantor's intentional act, negligence, or willful and wanton misconduct.

b. Restoration Ranch, LLC and/or LJS Concrete and Excavating, LLC which installed the water and sewer mains, are responsible and liable for any and all claims and damages which may arise as a result of any negligent act in the construction of the utility prior to entering into this agreement, as set forth in the one-year warranty provided to the City in connection with the installation.

6. Encumbrance

This easement shall run with the land and shall encumber the real property. Grantee shall file this easement dedication in the Sheridan County Clerk's Office located in Sheridan, Wyoming.

7. Acceptance

Grantee hereby agrees to the terms of this agreement and accepts the dedication of the above-described utility easement on behalf of the Public.

DATED effective this 17th day of February 2022.

GRANTOR

Teal Ponds, LLC

By: P.A.B. Widener, Jr.
Title: Manager

STATE OF WYOMING)

COUNTY OF SHERIDAN)

This Dedication of Utility Easement was signed before me this 17th day of February, 2022 by P.A.B. Widener, Jr., manager of Teal Ponds, LLC.

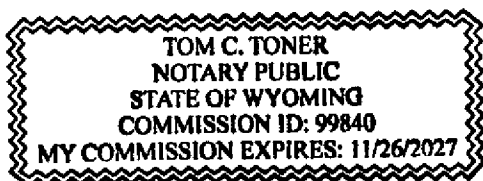
Tom C. Toner

Notary Public

My commission expires: Nov. 26, 2027

GRANTEE

City of Sheridan



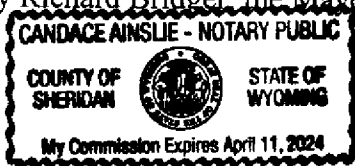
By: Richard Budgen
Title: Mayor

Approved by the City of Governing Body on Aug. 3, 2022 2020

STATE OF WYOMING)

COUNTY OF SHERIDAN)

This Dedication of Utility Easement was signed before me on this 2th day of March, 2022 by Richard Bridger, the Mayor of the City of Sheridan, State of Wyoming.





Notary Public

My commission expires: 4/11/24

CONSENT, AGREEMENT AND RELEASE OF EXISTING EASEMENT

Restoration Ranch, LLC agrees that Restoration Ranch, LLC and its contractor LJS Concrete and Excavating, LLC which installed the water and sewer mains, are jointly and severally responsible and liable for any and all claims and damages which may arise as a result of any negligent act in the construction of the utility prior to entering into this Agreement, as set forth in the one-year warranty provided to the City in connection with the installation.

Andrew Cameron and Restoration Ranch, LLC release all of their rights under the Utility Easement Agreement recorded in Book 578 of Deeds at Page 129 in the Office of the County Clerk of Sheridan County, Wyoming.

Restoration Ranch, LLC

By: 
Title: Member Heather Berry



Andrew Cameron

STATE OF WYOMING)

COUNTY OF SHERIDAN)

This Dedication of Utility Easement was signed before me on this 22ND day of FEBRUARY,
2022 by Andrew Cameron, individually and as member of Restoration Ranch, LLC. WITNESS
my hand and official seal.

^ HEATHER BERRY

Notary Public

My commission expires: 10/29/23



2022-776916 : 3/8/2022 3:49 PM PAGE: 6 OF 6

FEES: \$27.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT

A

Re: 30.0' Sewer and Waterline Easement

A thirty (30.0) foot wide sewer and waterline easement situated in Tract 11A, Blue Wing Minor Subdivision, City of Sheridan, Wyoming; said easement being more particularly described as follows:

Commencing at the southwest corner of Lot 3, Blue Wing Minor Subdivision (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°35'30"E, 1.00 foot along the south line of said Lot 3 to a point, said point lying on the east line of said Tract 11A (Monumented with a 2" Aluminum Cap per PLS 6812); thence S00°52'42"E, 476.58 feet along said east line of Tract 11A to the **POINT OF BEGINNING** of said easement; thence, continue S00°52'42"E, 30.00 feet along said east line of Tract 11A to a point; thence S89°07'18"W, 61.00 feet to a point; thence N00°52'42"W, 333.78 feet to a point, said point lying on the south right-of-way line of Wetlands Drive, Blue Wing Minor Subdivision; thence N89°07'18"E, 30.00 feet along said south right-of-way line of Wetlands Drive, Blue Wing Minor Subdivision to a point; thence S00°52'42"E, 303.78 feet, thirty one (31.0) feet west of and parallel to said east line of Tract 11A to a point; thence N89°07'18"E, 31.00 feet to the **POINT OF BEGINNING** of said easement.

Said sewer and waterline easement contains 10,944 square feet of land, more or less.

NO. 2022-776916 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN 55 GRINNELL PLZ
SHERIDAN WY 82801-3930