

DEDICATION OF UTILITY EASEMENT (Sewer and Waterline)

This Dedication of General Utility Easement made effective this 20th day of November 2014, by John E. Rice & Sons, Inc., a Wyoming corporation ("Grantor"), in favor of the Public and accepted by the CITY OF SHERIDAN, WYOMING through the City Council for the City of Sheridan ("Grantee").

RECITALS

- A. Grantor owns the real property described on Exhibit A.
- B. Grantor desires to dedicate a permanent sewer and waterline easement for the purpose of constructing, accessing and maintaining underground utilities to serve the public.
- C. The City of Sheridan, through the City Council of Sheridan, Wyoming, wishes to accept such dedication.

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 Sewer and Waterline Easement

Grantor does hereby dedicate for use by public utility providers forever, a sewer and waterline easement for the installation, maintenance, repair, and replacement of a below ground waterline and sewer line, together with such above ground fixtures and equipment appurtenant thereto which may be necessary, for the benefit of the public, encompassing +/- 1.51 acres, on the following described lands:

See attached Exhibit A and Exhibit B.

2. Terms of Use

The Public, by and through the City of Sheridan, the State of Wyoming, and other political subdivisions of the State, shall have the perpetual non-exclusive right to use the easement for the benefit of providers of all public utilities and shall have the perpetual non-exclusive right to use the easement to construct and maintain utilities providing service to the Public.

The sewer and waterlines placed in said easement by public utility providers shall be limited to below ground utilities unless express permission stating otherwise is authorized through a separate, recorded instrument executed by the Grantor, his successors or assigns. Notwithstanding the foregoing, Grantee or public utility providers may install manhole covers, lift station(s) and other such above-ground equipment and/or infrastructure utilized in connection

with the sewer and waterlines within the easement at such locations that are mutually agreeable to Grantor and Grantee.

3. Reclamation

Grantee shall control erosion on disturbed areas. Grantee shall rehabilitate and restore all disturbed areas, as near as reasonably practicable to the condition which they were in prior to disturbance and reseed all disturbed areas. Topsoil from disturbed areas shall be separated and shall be returned as topsoil as a part of the reclamation. Grantee shall fully restore and replace any and all damage done to any fences cut or otherwise damaged by Grantee in exercising any of the rights granted hereby.

4. Grantor's Use of Easement Area.

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 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 which will not unreasonably interfere with Grantee's rights granted.

5. No Warranty.

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.

6. Indemnity / Release.

a. Grantee shall indemnify, defend, and hold harmless Grantor, its officer, directors, and shareholders 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. Provided, however, this duty to indemnify shall end upon the completion of all construction and reclamation activities commenced hereunder.

b. To the maximum extent permitted by law, Grantee releases and waives and discharges Grantor, and, if applicable, Grantor's officers, directors, employees, agents, successors and assigns from any and all liabilities for personal injury, death, property damage or otherwise arising out of Grantee's operations under this agreement or use of Grantor's property.

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 20th day of November, 2014.

John E. Rice & Sons, Inc., a Wyoming
corporation

By: James Jellis

Title: V.P.

City of Sheridan, State of Wyoming

By: John Jellis

Title: Mayer

STATE OF WYOMING)

:SS

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 20 day of 20th November
2014, by James Jellis, Vice President of John E.
Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.



Sarah Aksamit

Notary Public

My commission expires: 9-23-2017

STATE OF WYOMING)

2014-716210 12/3/2014 9:03 AM PAGE: 4 OF 6
BOOK: 550 PAGE: 525 FEES: \$27.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

:SS

COUNTY OF SHERIDAN)

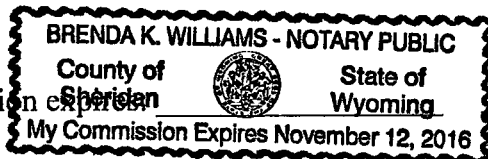
On this 2ND day of December, 2014, before me personally appeared John Heath, on behalf of the City of Sheridan, State of Wyoming, to me being personally known, who, being by me dully sworn, did acknowledge said instrument to be the free act and deed of the City of Sheridan.

Given under my hand and official seal this 2ND day of December, 2014.

Brenda K. Williams

Notary Public

My commission expires





2014-716210 12/3/2014 9:03 AM PAGE: 5 OF 6
BOOK: 550 PAGE: 526 FEES: \$27.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner:

JOHN E. RICE & SONS, INC. D/B/A, WRENCH RANCH

NELTJE, President

JAMES L. JELLIS, Vice President

November 3, 2014

Re: Sewer & Waterline Easement to the City of Sheridan

A sewer and waterline easement situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said sewer and waterline easement being more particularly described as follows:

Commencing at the north quarter corner of said Section 15 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S84°14'02"W, 617.39 feet to the **POINT OF BEGINNING** of said easement, said point lying on the westerly right-of-way line of Wyoming State Highway No. 338, (AKA Decker Road); thence S14°56'04"E, 4.53 feet along said westerly right-of-way line to a point, said point lying on the northerly right-of-way line of Interstate 90 and being N53°43'25"W, 0.72 feet from a Concrete Highway Right-of-Way Monument (Station 633+72); thence N53°43'25"W, 205.84 feet along said northerly right-of-way line of Interstate 90 to a point; thence N10°28'16"W, 488.83 feet to a point; thence N34°21'08"E, 103.43 feet to a point lying on said westerly right-of-way line of Wyoming State Highway No. 338, (AKA Decker Road); thence, along said westerly right-of-way line through a non-tangent curve to the right, having a central angle of 03°42'22", a radius of 5772.47 feet, an arc length of 373.40 feet, a chord bearing of S16°51'19"E, and a chord length of 373.33 feet to a point; thence S14°56'04"E, 337.60 feet along said westerly right-of-way line to the **POINT OF BEGINNING** of said easement.

Said sewer and waterline easement contains 1.51 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

NO. 2014-716210 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN PLANNING CECILIA - 675-4232



2014-716210 12/3/2014 9:03 AM PAGE: 6 OF 6
BOOK: 550 PAGE: 527 FEES: \$27.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

