

## DEDICATION OF GENERAL UTILITY EASEMENT

This Dedication of General Utility Easement made effective this 16<sup>th</sup> day of October, 2013, 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 (the "Utility Easement").
- B. Grantor desires to dedicate a 60 ft Utility 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 60 ft Utility Easement

Grantor does hereby dedicate for use by public utility providers forever, a 60 ft general utility easement for the installation, maintenance, repair, and replacement of below ground public utilities including but not limited to water and sewer mains, power and gas lines, phone lines and the like, to provide utility services to and for the benefit of the public. The dedicated route over and across the Real Property encompasses +/- 22,412 square feet as legally described in the attached Exhibit A and shown on the map attached hereto as Exhibit B.

#### 2. Terms of Use

The Public, by and through the City of Sheridan, the State of Wyoming or other political subdivision 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 utilities 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.

#### 3. Compensation

The Grantee, upon full execution of this agreement, hereby agrees to compensate the Grantor in the following ways which shall represent full satisfaction of this Agreement:

- a. A one-time payment in the amount of \$10,757.76 as fair satisfaction for the easement dedication, which payment shall be made on or before the date of this agreement.
- b. The Grantee will provide to the Grantor, at the time of Grantor's request and at no cost, one residential service tap, and the Grantee will not charge plant investment fees associated with connecting the residential service tap to the City of Sheridan distribution system. A formal request must be made by the property owner and approval granted by the City before connection to the City's water system can be made. Connection to the City's water system shall only be made to a distribution lateral and shall not be to the 16" water transmission main to be located within the utility easement hereby being dedicated. This arrangement shall be limited to taps for the

Grantor's property in which the 60 ft utility easement is located and extending to additional, adjacent property owned by the Grantor.

4. 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.

5. 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.

6. No Warranty.

Grantor makes no warranty of title or otherwise in entering into this Agreement.

7. 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.

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.

8. 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 16 day of October, 2013.

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

By: James Jellis  
Title: V.P.

THE CITY OF SHERIDAN, WYOMING

By: Nicholas J. Bahr  
Title: Public Works Director

STATE OF WYOMING )

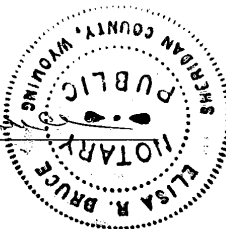
:SS

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2013, by James L. Tellis, Vice President of John E. Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public



My commission expires: 7-28-2017

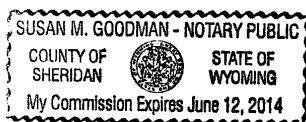
STATE OF WYOMING )

:SS

COUNTY OF SHERIDAN )

On this 23rd day of October, 2013, before me personally appeared Nic Bateson, 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 23rd day of October, 2013



Notary Public

Susan M. Goodman

My commission expires: \_\_\_\_\_

**LEGAL DESCRIPTION**  
**EXHIBIT "A"**

**Record Owner: John E. Rice & Sons, Inc.**  
**February 22, 2013**

**Re: 60.0' Utility Easement**

A utility easement being a strip of land sixty (60) feet wide when measured at right angles, situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 17, 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; the west line of said strip being more particularly described as follows:

Commencing at the southeast corner of said Section 17 (Monumented with a Military Monument MM-24); thence N70°20'20"W, 1449.39 feet to the **POINT OF BEGINNING** of said easement, said point being the southwest corner of Parcel 2, Boundary Line Adjustment, Record of Survey filed in Drawer "A", Plat Number "445", and lying on the east line of Tract 1, Certificate of Survey filed in Drawer "A", Plat Number "438"; thence N00°23'19"W, 331.01 feet along said west line of said strip, the west line of said Parcel 2 and the east line of said Tract 1 to a point, said point being the southeast corner of Tract 5, Certificate of Survey filed in Drawer "A", Plat Number "438"; thence N00°23'54"W, 33.93 feet along said west line of said strip, said west line of Parcel 2 and said east line of Tract 5 to the **POINT OF TERMINUS** of said easement, said point being N61°34'28"E, 1542.66 feet from the south quarter corner of Section 17 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615). Lengthening or shortening the east side line of said easement to intersect said south boundary line.

Said utility easement contains 22,412 square feet of land, more or less  
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

EXHIBIT "B"



SCALE: 1"=100'  
BEARINGS ARE BASED ON THE  
WYOMING COORDINATE SYSTEM  
NAD 1983, EAST CENTRAL ZONE  
DATUM: NAD 83(1983), NAVD 88 (U.S. SURVEY FEET)  
DAF: 1.000235  
DISTANCES ARE SURFACE

PARCEL 2  
RECORD OF SURVEY  
FILED IN DRAWER "A", PLAT NO. "445"

RECORD OWNER:  
JOHN E. RICE & SON, INC.  
(BOOK 534, PAGE 222)

TRACT 1  
RECORD OF SURVEY  
FILED IN DRAWER "A", PLAT NO. "150"  
COUNTY LOT DIVISION PERMIT #5-94  
(BOOK 441, PAGE 350)

PARCEL 1

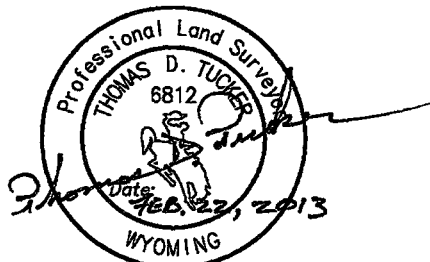
LEGEND:

- ◆ FOUND 2" ALUMINUM CAP PER PE&LS 3864
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ◆ FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
- FOUND MILITARY MONUMENT (MM-24)
- FOUND 2" ALUMINUM CAP PER PLS 6812
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- PROPERTY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- ▨ UTILITY EASEMENT

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :88  
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER, A DULY REGISTERED LAND SURVEYOR IN THE  
STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE  
RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS  
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

EXHIBIT "B"  
60.0' UTILITY EASEMENT

CLIENT: DOWL-HKM & THE CITY OF SHERIDAN

LOCATION: SE1/4SE1/4, SECTION 17, T56N, R84W,  
6TH P.M., SHERIDAN COUNTY, WYOMING

**RESTFELDT**  
SURVEYING  
2340 WETLANDS DR., SUITE 100  
PO BOX 3092  
SHERIDAN, WY 82801  
307-672-7415  
FAX 674-5000

JN: 2013-007  
DN: 2013-007-E3  
PF: T2013-007  
FEBRUARY 22, 2013