

**DEDICATION OF UTILITY EASEMENT (30' Waterline)**

This Dedication of General Utility Easement made effective this 7<sup>th</sup> day of June 2018, 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. The Grantor previously granted a Dedication of Utility Easement in favor of the Grantee which was filed the Sheridan County Clerk's Office on December 3, 2014, in Book 550 Page 528.
- C. The Grantor and Grantee have agreed to vacate the Utility Easement filed on December 3, 2014 and dedicate a new easement which is set forth herein.
- D. Grantor desires to dedicate a permanent 30 ft waterline easement for the purpose of constructing, accessing and maintaining underground utilities to serve the public.
- E. 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 30 ft Waterline Easement**

Grantor does hereby dedicate for use by public utility providers forever, a 30 ft waterline easement for the installation, maintenance, repair, and replacement of a below ground waterline for the benefit of the public, 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 waterline 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. 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 25 <sup>may</sup> day of ~~April~~ <sup>2018</sup>, 2018.

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

By: James L. Tellis  
Title: V.P.

City of Sheridan, State of Wyoming

By: [Signature]  
Title: Mayor 06 07 18

STATE OF WYOMING )

:ss

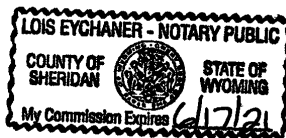
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 25 day of May, 2018, by James L. Tellis, \_\_\_\_\_ of John E. Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

Lois Eychaner  
Notary Public

My commission expires: 6/17/21



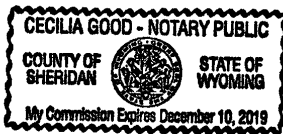
STATE OF WYOMING )

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COUNTY OF SHERIDAN )

On this 7<sup>th</sup> day of June, 2018, before me personally appeared Roger C Miller, 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 7<sup>th</sup> day of June, 2018.



Cecilia Good  
Notary Public

My commission expires: December 10, 2019



**LEGAL DESCRIPTION  
EXHIBIT "A"**

Record Owner  
JOHN E. RICE & SONS, INC. D/B/A, WRENCH RANCH  
NELTJE, President  
JAMES L. JELLIS, Vice President  
13 February 2018

**Re: Waterline Easement**

**The Following Waterline Easement Located In A Part Of The NE1/4 And The W1/2SE1/4,  
Section 9, Township 56 North, Range 84 West, 6<sup>TH</sup> P.M., Sheridan County, Wyoming And  
Described As Follows:**

**BEGINNING** At A Point Which Is Located South 62°03'37" West, A Distance Of 1451.25 Feet From The Northeast Corner Of Said Section 9;  
Thence South 26°37'51" East, A Distance Of 30.00 Feet To A Point;  
Thence South 63°22'09" West, A Distance Of 398.17 Feet To A Point;  
Thence With A Curve Turning To The Left With An Arc Length Of 245.53 Feet, A Radius Of 222.00 Feet, A Chord Bearing Of South 31°41'04" West, A Chord Length Of 233.21 Feet;  
Thence SOUTH A Distance Of 451.96 Feet To A Point;  
Thence With A Curve Turning To The Left With An Arc Length Of 155.65 Feet, A Radius Of 222.00 Feet, A Chord Bearing Of South 20°05'10" East, A Chord Length Of 152.48 Feet;  
Thence South 40°10'19" East, A Distance Of 741.13 Feet To A Point;  
Thence South 49°49'41" West, A Distance Of 591.82 Feet To A Point;  
Thence South 41°40'32" West, A Distance Of 482.50 Feet To A Point;  
Thence South 06°23'13" West, A Distance Of 123.87 Feet To A Point;  
Thence South 05°58'13" East, A Distance Of 742.09 Feet To A Point;  
Thence South 22°51'13" West, A Distance Of 201.10 Feet To A Point;  
Thence South 11°31'55" West, A Distance Of 65.84 Feet To A Point On The North Right Of Way Of Yellowtail Drive;  
Thence With Said Right Of Way North 67°08'40" West, A Distance Of 30.60 Feet To A Point;  
Thence Leaving Said Right Of Way North 11°31'55" East, A Distance Of 62.81 Feet To A Point;  
Thence North 22°51'13" East, A Distance Of 196.37 Feet To A Point;  
Thence North 05°58'13" West, A Distance Of 737.63 Feet To A Point;  
Thence North 06°23'13" East, A Distance Of 136.66 Feet To A Point;  
Thence North 41°40'32" East, A Distance Of 494.18 Feet To A Point;  
Thence North 49°49'41" East, A Distance Of 563.95 Feet To A Point;  
Thence North 40°10'19" West, A Distance Of 711.13 Feet To A Point;  
Thence With A Curve Turning To The Right With An Arc Length Of 176.69 Feet, A Radius Of 252.00 Feet, A Chord Bearing Of North 20°05'10" West, A Chord Length Of 173.09 Feet;  
Thence NORTH A Distance Of 140.44 Feet To A Point;  
Thence North 89°58'02" West, A Distance Of 17.51 Feet To A Point;  
Thence North 00°01'58" East, A Distance Of 30.00 Feet To A Point;  
Thence South 89°58'02" East, A Distance Of 17.49 Feet To A Point;  
Thence NORTH A Distance Of 281.52 Feet To A Point;  
Thence With A Curve Turning To The Right With An Arc Length Of 278.71 Feet, A Radius Of 252.00 Feet, A Chord Bearing Of North 31°41'04" East, A Chord Length Of 264.72 Feet;  
Thence North 63°22'09" East, A Distance Of 398.17 Feet To The Point Of **BEGINNING**,  
Having An Area Of 2.91 Acres more or less.

NORTHEAST CORNER  
SECTION 9, T56N, R84W, 6TH, P.M.,  
SHERIDAN COUNTY, WY.

POB

S 62°03'37" W  
1451.25'

DOVETAIL LANE (80 Foot ROW)

SCHOOL SITE  
10 AC

**EXHIBIT "B"**  
**WATERLINE EASEMENT**  
Located In The NE1/4 And W1/2SE1/4, Section 9,  
Township 56 North, Range 84 West, 6th P.M.  
Sheridan, Sheridan County, Wyoming

JOHN E RICE AND SONS, INC.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	222.00'	245.63'	S 31°41'04" W	233.21'
C 2	222.00'	165.69'	S 20°05'10" E	162.49'
C 3	262.00'	178.69'	N 20°05'10" W	173.09'
C 4	262.00'	279.71'	N 31°41'04" E	264.72'

LINE	BEARING	DISTANCE
L 1	S 28°37'51" E	30.00'
L 2	S 63°22'08" W	398.17'
L 3	S 08°23'13" W	123.87'
L 4	S 22°51'13" W	201.10'
L 5	S 11°31'55" W	65.84'
L 6	N 67°08'40" W	30.60'
L 7	N 11°31'55" E	62.61'
L 8	N 22°51'13" E	199.37'
L 9	N 08°23'13" E	139.68'
L 10	N 00°00'00" W	140.44'
L 11	N 88°58'02" W	17.51'
L 12	N 00°01'58" E	30.00'
L 13	S 88°58'02" E	17.49'
L 14	N 00°00'00" W	281.62'
L 15	N 63°22'08" E	398.17'

JOHN E RICE AND SONS, INC.



SCALE 1"=300'  
Basis Of Bearing  
Wyoming NAD 83 East Central Zone

**LEGEND**

These standard symbols will  
be found in the drawing.

- Calculated Point
- Utility Easement Line
- Centerline 30' Waterline Easement
- 1/16 Section Line
- 1/4 Section Line

**CERTIFICATE OF SURVEY**

I, William E. Pugh, do hereby certify that I am a  
Registered Land surveyor, licensed under the laws  
of the State of Wyoming, that this plat was made  
from an accurate survey conducted by me or under  
my supervision and correctly shows the location  
and dimensions of all easements.

*William E. Pugh*  
Land Surveyor  
No. 5300  
Professional Seal  
WILLIAM E. PUGH  
5300  
Date: 12 FEB 18

UNLESS SIGNED, SEALED AND DATED  
THIS IS A PRELIMINARY PLAT.

NO. 2018-743122 DEDICATION

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CITY OF SHERIDAN PO BOX 848  
SHERIDAN WY 82801

2018-743122 6/19/2018 11:19 AM PAGE: 6 OF 6  
BOOK: 574 PAGE: 545 FEES: \$27.00 MFP DEDICATION  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



JOHN E RICE AND SONS, INC.

INTERSTATE 90

YELLOWTAIL DRIVE (120' ROW)