

Temporary Construction Easement

This Temporary Construction Easement is made effective this 7th 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 in 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 has contemporaneously with this easement has dedicated a 30' Utility Easement.
- E. Grantor desires to dedicate a Temporary Construction Easement for the purpose of installing the utilities granted in the contemporaneously executed Utility Easement.
- F. The City of Sheridan, through the City Council of Sheridan, Wyoming, wishes to accept such dedication.

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 70 foot Temporary Construction Easement

Grantor does hereby dedicate for use by the City of Sheridan and public utility providers, a 70 ft temporary construction easement for the installation, maintenance, repair, and replacement of a below ground waterline for the benefit of the public, encompassing 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 temporary non-exclusive right to use the easement for the benefit of providers of all public utilities and shall have the temporary non-exclusive right to use the easement to construct and maintain utilities providing service to the Public during the term described herein.

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. Expiration

This Easement shall terminate one year after the date of final completion of the installation of the utilities.

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 30 day of May, 2018.

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

By: James D. Jellis

Title: V.P.

City of Sheridan, State of Wyoming

By: [Signature] 060718

Title: Mayor

STATE OF WYOMING)

:ss

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 30th day of May, 2018, by James L. Jellis, VP of John E. Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.



Notary Public

STACEY HARTSHORN - NOTARY PUBLIC

County of
Sheridan



State of
Wyoming

My Commission Expires JUNE, 14 2020

My commission expires: 6-14-2020

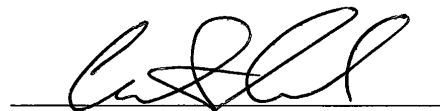
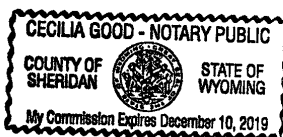
STATE OF WYOMING)

:ss

COUNTY OF SHERIDAN)

On this 7th 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 7th day of June, 2018.



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

11 January 2018

Re: 70 Foot Temporary Construction Easement

The Following 70 Foot Temporary Construction Easement Is Located In A Part Of The NE1/4 And The W1/2SE1/4, Section 9, Township 56 North, Range 84 West, 6TH P.M., Sheridan County, Wyoming And Describes As Follows:

BEGINNING At A Point Which Is Located South 60°52'37" West, A Distance Of 1452.25 Feet From The Northeast Corner Of Said Section 9;

Thence South 26°37'51" East, A Distance Of 70.00 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 168.11 Feet,

A Radius Of 152.00 Feet, A Chord Bearing Of South 31°41'04" West, A Chord Length Of 159.67 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 106.57 Feet,

A Radius Of 152.00 Feet, A Chord Bearing Of South 20°05'10" East, A Chord Length Of 104.40 Feet;

Thence South 40°10'19" East, A Distance Of 811.13 Feet To A Point;

Thence South 49°49'41" West, A Distance Of 656.83 Feet To A Point;

Thence South 41°40'32" West, A Distance Of 455.24 Feet To A Point;

Thence South 06°23'13" West, A Distance Of 94.02 Feet To A Point;

Thence South 05°58'13" East, A Distance Of 752.50 Feet To A Point;

Thence South 22°51'13" West, A Distance Of 212.15 Feet To A Point;

Thence South 11°31'55" West, A Distance Of 72.92 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 71.39 Feet To A Point;

Thence Leaving Said Right Of Way North 11°31'55" East, A Distance Of 65.84 Feet To A Point;

Thence North 22°51'13" East, A Distance Of 201.10 Feet To A Point;

Thence North 05°58'13" West, A Distance Of 742.09 Feet To A Point;

Thence North 06°23'13" East, A Distance Of 123.87 Feet To A Point;

Thence North 41°40'32" East, A Distance Of 482.50 Feet To A Point;

Thence North 49°49'41" East, A Distance Of 591.82 Feet To A Point;

Thence North 40°10'19" West, A Distance Of 741.13 Feet To A Point;

Thence With A Curve Turning To The Right With An Arc Length Of 155.65 Feet,

A Radius Of 222.00 Feet, A Chord Bearing Of North 20°05'10" West, A Chord Length Of 152.48 Feet;

Thence NORTH A Distance Of 451.96 Feet To A Point;

Thence With A Curve Turning To The Right With An Arc Length Of 245.53 Feet,

A Radius Of 222.00 Feet, A Chord Bearing Of North 31°41'04" East, A Chord Length Of 233.21 Feet;

Thence North 63°22'09" East, A Distance Of 398.17 Feet To A Point;

To The Point Of **BEGINNING**, Having An Area Of 6.73 Acres more or less.

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

POB

DOVETAIL LANE (80 Foot ROW)

SCHOOL SITE
10 AC

EXHIBIT "B"

70 FOOT TEMPORARY CONSTRUCTION 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

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	152.00'	188.11'	S 31°41'04" W	159.67'
C 2	152.00'	106.67'	S 20°06'10" E	104.40'
C 3	222.00'	155.65'	N 20°06'10" W	162.46'
C 4	222.00'	245.53'	N 31°41'04" E	233.21'

LINE	BEARING	DISTANCE
L 1	S 26°37'51" E	70.00'
L 2	S 06°23'13" W	64.02'
L 3	S 22°51'13" W	212.15'
L 4	S 11°31'55" W	72.62'
L 5	N 67°08'40" W	71.39'
L 6	N 11°31'55" E	65.84'
L 7	N 22°51'13" E	201.10'
L 8	N 06°23'13" E	123.87'

JOHN E RICE AND SONS, INC.

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

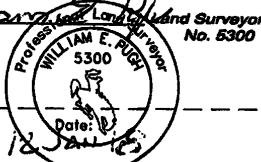
LEGEND

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
- ▨ Temporary Construction Easement

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.



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

2018-743124 6/19/2018 11:21 AM PAGE: 5 OF 5
BOOK: 574 PAGE: 555 FEES: \$24.00 MFP EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2018-743124 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN PO BOX 848
SHERIDAN WY 82801

JOHN E RICE AND SONS, INC.

JOHN E RICE AND SONS, INC.

INTERSTATE 90

YELLOWTAIL DRIVE (120' ROW)