

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 Jellis
Title: V.P.

City of Sheridan, State of Wyoming

By: Roger Smith
660718
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

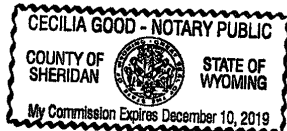
STATE OF WYOMING)


: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
16 January 2018

Re: 70 Foot Temporary Construction Easement

**The Following 70 Foot Temporary Construction Easement Is Located In A Part Of The
E1/2NW1/4, Section 15, Township 56 North, Range 84 West, 6TH P.M., Sheridan County,
Wyoming And Describes As Follows:**

BEGINNING At A Point Which Is Located South 56°17'55" East, A Distance Of 2192.93 Feet
From The Northwest Corner Of Said Section 15, Said Point Being On The South Right Of Way Of
North Main Street;
Thence With Said Right Of Way With A Non-tangent Curve Turning To The Right
With An Arc Length Of 70.20 Feet, A Radius Of 1910.00 Feet, A Chord Bearing Of South
75°04'18" East, A Chord Length Of 70.19 Feet;
Thence Leaving Said Right Of Way South 10°41'10" West, A Distance Of 2.57 Feet To A Point;
Thence South 34°18'50" East, A Distance Of 87.66 Feet To A Point;
Thence South 10°41'10" West, A Distance Of 15.42 Feet To A Point;
Thence South 33°24'02" West, A Distance Of 149.82 Feet To A Point;
Thence South 67°07'54" West, A Distance Of 114.02 Feet To A Point;
Thence South 07°34'18" East, A Distance Of 6.97 Feet To A Point On The North Right Of Way Of
Industrial Road;
Thence With Said Right Of Way With A Non-tangent Curve Turning To The Right
With An Arc Length Of 69.08 Feet, A Radius Of 420.00 Feet, A Chord Bearing Of South 80°37'27"
West, A Chord Length Of 69.00 Feet;
Thence Continuing With Said Right Of Way With A Reverse Curve Turning To The Left
With An Arc Length Of 1.04 Feet, A Radius Of 1030.00 Feet, A Chord Bearing Of
South 86°02'37" West, A Chord Length Of 1.04 Feet;
Thence Leaving Said Right Of Way North 07°34'18" West, A Distance Of 62.51 Feet To A Point;
Thence North 67°07'54" East, A Distance Of 146.22 Feet To A Point;
Thence North 33°24'02" East, A Distance Of 93.41 Feet To A Point;
Thence North 34°18'50" West, A Distance Of 76.13 Feet To A Point;
Thence North 10°41'10" East, A Distance Of 36.76 Feet To The Point Of **BEGINNING**,
Having An Area Of 0.64 Acres more or less.



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BOOK: 574 PAGE: 550 FEES: \$24.00 MFP EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "B"
70 Foot Temporary Construction Easement
Located In The E1/2NW1/4, Section 15,
Township 56 North, Range 84 West, 6th P.M.
Sheridan, Sheridan County, Wyoming



NORTH MAIN STREET

S 68°17'55" E
2192.93'

LINE	BEARING	DISTANCE
L 1	S 10°41'10" W	2.57'
L 2	S 34°18'50" E	87.66'
L 3	S 10°41'10" W	15.42'
L 4	S 33°24'02" W	149.82'
L 5	S 67°07'54" W	114.02'
L 6	S 07°34'18" E	6.97'
L 7	N 07°34'18" W	62.51'
L 8	N 67°07'54" E	146.22'
L 9	N 33°24'02" E	93.41'
L 10	N 34°18'50" W	76.13'
L 11	N 10°41'10" E	36.76'

JOHN E RICE AND SONS, INC.

Industrial Road
60 Foot
Right Of Way

INDUSTRIAL ROAD

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	1910.00'	70.20'	S 75°04'18" E	70.19'
C 2	420.00'	69.08'	S 80°37'27" W	69.00'
C 3	1030.00'	1.04'	S 86°02'37" W	1.04'



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

LEGEND

These standard symbols will
be found in the drawing.

- Calculated Point
- Waterline Easement
- Centerline 30' Waterline Easement
- Right Of Way
- 70 Foot Temp Const Easement
- 1/16 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



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

NO. 2018-743123 EASEMENT

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