

EASEMENT

Malcolm B. Hutton, a married man dealing separately, of Sheridan County, Wyoming; Jock G. Hutton, a married man dealing separately, of Sheridan County, Wyoming; The Vernon S. and Rowena W. Griffith Foundation, a Wyoming non-profit corporation, of Sheridan County, Wyoming; and W. Frederick Peters, III, a married man dealing separately, of Anchorage, Alaska ("Grantors") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, grant and convey to the City of Sheridan, Wyoming, a municipal corporation, with offices at 55 East Grinnell, Sheridan, Wyoming 82801 ("Grantee") an easement and right-of-way across and under the following-described property, to-wit:

See Exhibits "A" and "B" attached hereto and by reference incorporated herein,

for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing a storm water detention pond embankment, together with all appurtenances that may be necessary and convenient for the detention pond, together further with the right of ingress and egress upon and across the real property of Grantors described as follows:

See Exhibit "C" attached hereto and by reference incorporated herein,

all solely for the above-stated purposes.

This easement is subject to the following terms and conditions:

1. The rights granted hereunder are a private, nonexclusive right-of-way solely for the purposes set forth above.
2. Grantee shall notify Grantors within a reasonable time prior to entry upon Grantors' land for the purposes of the easement.
3. Upon termination of any of Grantee's operations on Grantors' land, Grantee shall fully restore and level the surface of the land affected by such terminated operations as near as possible to the contours which existed prior to such operations. Grantee shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. All such restoration shall be accomplished to the satisfaction of Grantors.
4. Grantee shall reshape, reseed and blend to the level of the adjacent property all areas disturbed by the construction within the easement and right-of-way in a workmanlike manner. Grantee shall also provide and maintain temporary fencing during the time of construction, if necessary. Grantee shall not fence any access road without the prior written consent of the Grantors. All reseeding shall be done with suitable grasses selected by Grantors and during a planting period agreed to by Grantors. It shall be the duty of Grantee to inspect and control all noxious weeds as may become established within the area used or disturbed by Grantee. Grantee shall inspect disturbed areas at such times as Grantors shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Grantee shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Grantee recognizes that this shall be a continuing obligation and Grantee shall reseed ground cover and/or control noxious weeds until areas disturbed by Grantee are returned to as good condition as existed prior to construction.
5. Grantors may fully use and enjoy the premises, except as may be inconsistent with the purposes of the easement granted herein.
6. This easement shall be binding upon Grantors' heirs and assigns and shall

W. F. Peters, III
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be perpetual so long as the easement is used for the purposes specified above. Provided, if Grantee fails to construct said storm water detention pond within a period of five (5) years from the date of execution of this instrument, this easement shall become null and void. Further, said construction easement defined in Exhibits "A" and "B" shall be valid for a period of one (1) year from the date of the substantial completion of the construction of the embankment.

7. The payments herein provided are acknowledged by Grantors as full and complete payment for the easement granted herein and for all damages caused or created by reason of the reasonable and customary entry, rights-of-way, construction, operation and use of the access road and construction easement, but do not include damage to livestock, buildings, or other improvements or injuries to persons.

8. As to the rights granted by this easement, all rights of dower and homestead are released and waived.

9. None of Grantee's employees or authorized agents or any other person under the direction or control of Grantee shall be permitted to carry firearms or any weapon while on or crossing Grantors' property. Such persons shall not hunt or fish on Grantors' property and shall not trespass on Grantors' property for the purpose of hunting or fishing. No dogs will be permitted on Grantors' property at any time. Grantee, its agents, employees, successors or assigns are not permitted to consume, be under the influence of or possess alcohol or controlled substances on Grantors' land.

10. Without the express written consent of Grantors, Grantee shall not use any water from existing wells, reservoirs and springs on Grantors' property. No explosives shall be used on Grantors' property.

11. Grantors make no warranty of title or otherwise in executing this easement; provided, however, if it is determined Grantors do not have the right to authorize Grantee to use the lands affected by this easement for the purposes set forth herein, then Grantee's sole remedy shall be to recover from Grantors the payments made by Grantee to Grantors under this easement.

12. Grantee shall indemnify and hold Grantors, their officers, directors, employees, agents, successors and assigns (hereinafter referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages and costs (including but not limited to reasonable attorney's fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Grantee's activities on Grantors' property. Notwithstanding the foregoing, Grantee does not waive any rights it may retain with respect to the Wyoming Governmental Claims Act.

13. All operations and activities conducted by Grantee under the terms of this easement shall be in accordance with existing local, state and federal laws, rules and regulations.

14. If Grantee breaches any of the terms of this easement, Grantee shall pay all costs and expenses, including a reasonable attorney's fee, incurred by Grantors in enforcing this agreement.

15. Time is of the essence in this agreement.

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

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17. Upon termination of this easement as provided above, Grantee will provide Grantors with a written, recordable release of the rights granted under this easement.

18. This instrument embodies the entire agreement between Grantors and Grantee with respect to the subject hereof.

19. This easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

Dated this 27th day of January, ²⁰⁰⁰~~1999~~.

GRANTORS:

Malcolm B. Hutton
MALCOLM B. HUTTON

Jack G. Hutton
JOCK G. HUTTON

THE VERNON S. and ROWENA W. GRIFFITH
FOUNDATION

By: William D. Radtke
Title: Sec. - Mgr.

W. Frederick Peters, III
W. FREDERICK PETERS, III

GRANTEE:

THE CITY OF SHERIDAN, WYOMING

By: Jim L. Latham
Title: Mayor

ATTEST:

C. L. E. L.
Clerk

STATE OF WYOMING)
 : ss.
 COUNTY OF SHERIDAN)

Sworn to and acknowledged before me this 16th day of January, ~~1999~~ 2000
 by Malcolm B. Hutton.

Witness my hand and official seal.



Barbara J. Gibbons
 Notary Public

My Commission Expires: 11-7-2000

STATE OF WYOMING)
 : ss.
 COUNTY OF SHERIDAN)

Sworn to and acknowledged before me this 16th day of January, 1999
 by Jock G. Hutton.

Witness my hand and official seal.



Barbara J. Gibbons
 Notary Public

My Commission Expires: 11-7-2000

STATE OF ALASKA)
 : ss.
 COUNTY OF _____)

Sworn to and acknowledged before me this 18 day of January, ~~1999~~ 2000
 by W. Frederick Peters, III.

Witness my hand and official seal.

Barber
 Notary Public

My Commission Expires: 8-9-2000

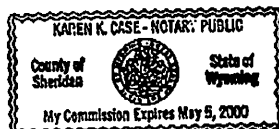
STATE OF WYOMING)
 : ss.
 COUNTY OF SHERIDAN)

Sworn to and acknowledged before me this 23rd day of December, 1999
 by William D. Redie, Secretary-Manager of The Vernon S.
 and Rowena W. Griffith Foundation.

Witness my hand and official seal.

Karen K. Case
 Notary Public

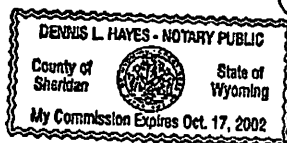
My Commission Expires: May 5, 2000



STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

Sworn to and acknowledged before me this 27th day of January, ~~1999~~ ²⁰⁰⁰
by Jim Wilson, Mayor of The City of
Sheridan, Wyoming.

Witness my hand and official seal.



Dennis L. Hayes
Notary Public

My Commission Expires: 10/17/2002

EXHIBIT "A"**Re: Permanent Pond Easement
February 18, 1999**

A permanent pond easement situated in the NW¼NE¼ of Section 26, 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 easement being more particularly described as follows:

Commencing at the north quarter corner of said Section 26 (Monumented with a 3¼" Aluminum Cap Per LS 2615); thence S32°14'15"E, 585.76 feet to the **POINT OF BEGINNING**; thence S61°58'39"E, 155.42 feet to a point; thence S40°26'42"E, 379.49 feet to a point; thence N90°00'00"E, 174.26 feet to a point; thence S00°00'00"E, 114.55 feet to a point; thence S89°31'00"W, 637.78 feet to a point; thence N73°05'20"W, 158.38 feet to a point; thence N27°59'58"E, 493.44 feet to the **POINT OF BEGINNING**.

Said easement contains 4.66 acres of land more or less.
Basis of Bearings is Wyoming State Plane (East Central Zone).

**Re: 30.0' Temporary Construction Easement
February 18, 1999**

A temporary construction easement situated in the NW¼NE¼ of Section 26, 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 temporary construction easement being more particularly described as follows:

Commencing at the north quarter corner of said Section 26 (Monumented with a 3¼" Aluminum Cap Per LS 2615); thence S32°14'15"E, 585.76 feet to the **POINT OF BEGINNING**; thence S61°58'39"E, 155.42 feet to a point; thence N27°59'58"E, 30.00 feet to a point; thence N61°58'39"W, 185.42 feet to a point; thence S27°59'58"W, 559.90 feet to a point; thence S73°05'20"E, 188.95 feet to a point; thence N27°59'58"E, 30.57 feet to a point; thence N73°05'20"W, 158.38 feet to a point; thence N27°59'58"E, 493.44 feet to the **POINT OF BEGINNING**.

Said temporary construction easement contains 0.60 acres of land more or less, and will become null and void at the time the project contractor's one year contractual warranty expires.
Basis of Bearings is Wyoming State Plane (East Central Zone).

PERMANENT & CONSTRUCTION EASEMENTS



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EXHIBIT "C"

LEGAL DESCRIPTION

Re: 30' Access Easement for Ingress and Egress for Road to Storm Water Pond
December 12, 1999

An access easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the north quarter corner of said Section 26 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap Per LS 2615); thence N77°49'51"W, 196.57 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south line of State Highway No. 336; thence, along said centerline through a curve to the left, having a radius of 165.00 feet, a central angle of 42°10'33", an arc length of 121.46 feet, a chord bearing of S20°52'13"E, and a chord length of 118.73 feet to a point; thence S41°57'30"E, 647.38 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S27°11'14"E, 619.34 feet from said north quarter corner of Section 26.

Basis of Bearings is Wyoming State Plane (East Central Zone).

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