

DEDICATION OF UTILITY EASEMENT (Sewer)

This Dedication of General Utility Easement made effective this 5th day of February 2015, 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. Grantor desires to dedicate a permanent sewer easement for the purpose of constructing, accessing and maintaining underground utilities to serve the public.
- C. The City of Sheridan 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 Sewer Easement**

Grantor does hereby dedicate for use by public utility providers forever, a sewer line easement for the installation, maintenance, repair, and replacement of a below ground sewer line for the benefit of the public, encompassing +/- 876 square feet, 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 sewer utilities providing service to the Public.

The sewer lines 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.

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. 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.

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. 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.

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 5 day of Feb, 2015.

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

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

STATE OF WYOMING)
)ss
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 5th day of February, 2015, by James L. Jellis, Vice President of John E. Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

[Signature]
 Notary Public

My commission expires: 5-13-18



LEGAL DESCRIPTION EXHIBIT "A"

Record Owner: John E. Rice & Sons, Inc.,
NELTJE, President
James L. Jellis, Vice President
December 12, 2014

Re: Sewer Line Easement

A sewer line easement situated in the NE¼SW¼ of Section 9, 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 sewer line easement being more particularly described as follows:

Commencing at the south quarter corner of said Section 9 (Monumented with a 3¼" Aluminum Cap per PLS 5300); thence N35°17'16"W, 1805.09 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south line of a Dedication of General Utility Easement described in Book 543 of Deeds, Page 631; thence S50°31'21"W, 114.53 feet to a point, said point lying on the east line of a tract of land described in Book 537 of Deeds, Page 328; thence N07°02'39"W, 4.78 feet along said east line of said tract described in Book 537 of Deeds, Page 328 to a point; thence N45°06'15"E, 88.36 feet along said east line of said tract described in Book 537 of Deeds, Page 328 to a point; thence N77°47'49"E, 27.01 feet along said south line of said Dedication of General Utility Easement described in Book 543 of Deeds, Page 631 to the **POINT OF BEGINNING** of said easement.

Said sewer line easement contains 876 square feet of land, more or less.

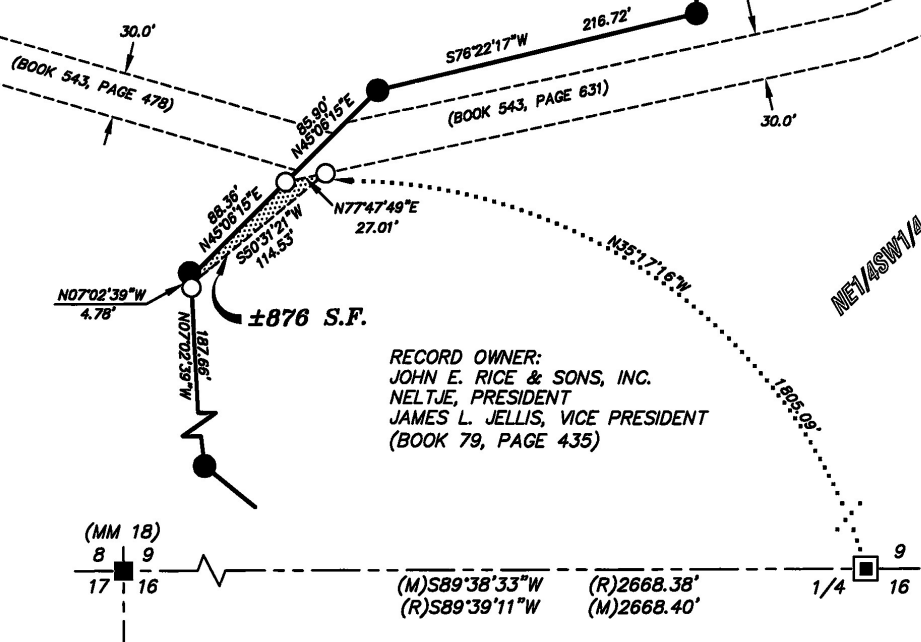
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

YELLOWTAIL DRIVE

EXHIBIT "B"

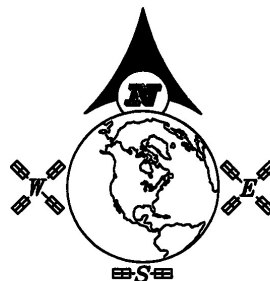
RECORD OWNER:
NORTHERN WYOMING COMMUNITY
COLLEGE DISTRICT
(BOOK 537, PAGE 328)

DEDICATED PUBLIC
RIGHT-OF-WAY
(BOOK 542, PAGE 528)



LEGEND:

- FOUND MILITARY MONUMENT (MM)
- FOUND 3-1/4" ALUMINUM CAP PER PLS 5300
- FOUND 2" ALUMINUM CAP PER PLS 6812
- CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- PROPERTY LINE
- - - DEDICATED PUBLIC RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - SEWER EASEMENT LINE
- - - SEWER EASEMENT



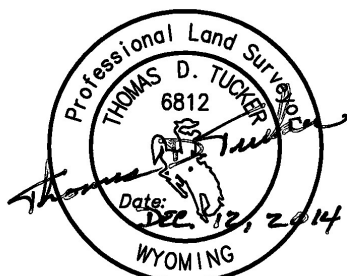
SCALE: 1"=100'

BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM
NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : 08
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"

SEWER LINE EASEMENT

CLIENT: THE CITY OF SHERIDAN

LOCATION: NE1/4SW1/4, SECTION 9, TOWNSHIP 56 NORTH,
RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY,
WYOMING

RESTFELDT
SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 2014-085
DN: 2013-007-ES3
PF: T2013-025
DECEMBER 12, 2014