

DEDICATION OF UTILITY EASEMENT (30' Waterline)

This Dedication of General Utility Easement 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 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 day of ^{May 2018} April, 2018.

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

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

City of Sheridan, State of Wyoming

By: [Signature]
Title: Mayor

STATE OF WYOMING)

:ss

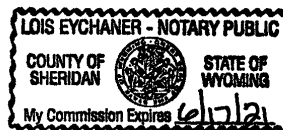
COUNTY OF SHERIDAN)

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

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 6/17/21



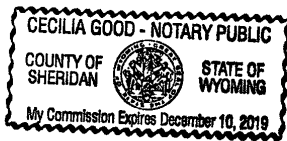
STATE OF WYOMING)


: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 10th, 2019

**LEGAL DESCRIPTION
EXHIBIT "A"**

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

Re: Waterline Easement

**The Following Waterline 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°52'17" East, A Distance Of 2259.50 Feet From
The Northwest Corner Of Said Section 15 Also 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 44.75 Feet, A Radius Of 1910.00 Feet, A Chord Bearing Of South 73°20'51" East, A
Chord Length Of 44.75 Feet;

Thence Leaving Said Right Of Way South 34°18'50" East, A Distance Of 38.57 Feet To A Point
On The West Right Of Way Of Industrial Road As Shown On The Plat Of Wrench Ranch Hills,
Phase 1;

Thence With Said Right Of Way South 11°04'14" West, A Distance Of 14.26 Feet To A Point;
Thence Continuing With Said Right With A Curve Turning To The Right With An Arc Length Of
233.73 Feet, A Radius Of 270.00 Feet, A Chord Bearing Of South 35°52'11" West, A Chord
Length Of 226.50 Feet;

Thence With The Revised Right Of Way Of Industrial Road As A Part Of The WYDOT North Main
Project With A Compound Curve Turning To The Right With An Arc Length Of 73.85 Feet,
A Radius Of 420.00 Feet, A Chord Bearing Of South 70°52'31" West, A Chord Length
Of 73.75 Feet;

Thence Leaving Said Right Of Way North 07°34'18" West, A Distance Of 6.97 Feet To A Point;

Thence North 67°07'54" East, A Distance Of 114.02 Feet To A Point;

Thence North 33°24'02" East, A Distance Of 149.82 Feet To A Point;

Thence North 10°41'10" East, A Distance Of 15.42 Feet To A Point;

Thence North 34°18'50" West, A Distance Of 87.66 Feet To A Point;

Thence North 10°41'10" East, A Distance Of 2.57 Feet To The Point Of **BEGINNING**,

Having An Area Of 0.12 Acres more or less.



2018-743121 6/19/2018 11:18 AM PAGE: 6 OF 6
BOOK: 574 PAGE: 539 FEES: \$27.00 MFP DEDICATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "B"

WATERLINE EASEMENT

Located In The E1/2NW1/4, Section 15,
Township 56 North, Range 84 West, 6th P.M.
Sheridan, Sheridan County, Wyoming

LINE	BEARING	DISTANCE
L 1	S 34°18'50" E	38.57'
L 2	S 11°04'14" W	14.26'
L 3	N 07°34'18" W	6.97'
L 4	N 67°07'54" E	114.02'
L 5	N 33°24'02" E	149.82'
L 6	N 10°41'10" E	15.42'
L 7	N 34°18'50" W	87.66'
L 8	N 10°41'10" E	2.57'

JOHN E RICE AND SONS, INC.

NORTH MAIN STREET

S 56°52'17" E
2259.50'

Industrial Road
60 Foot
Right Of Way

INDUSTRIAL ROAD

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	1910.00'	44.75'	S 73°20'51" E	44.75'
C 2	270.00'	233.73'	S 35°52'11" W	226.50'
C 3	420.00'	73.85'	S 70°52'31" W	73.75'



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

LEGEND

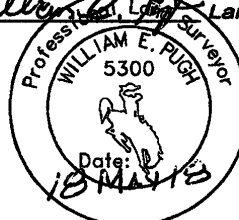
These standard symbols will
be found in the drawing.

- 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
Professional Land Surveyor
No. 5300



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

NO. 2018-743121 DEDICATION

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