

DEDICATION OF UTILITY EASEMENT (Sewer and Waterline)

This Dedication of General Utility Easement made effective this 10th day of November, 2023, by Stonemill Properties LLC, a Wyoming corporation, hereinafter referred to as "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 and waterline easement for the purpose of constructing, accessing and maintaining underground utilities to serve the public.
- C. 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 parties as follows:

1. Grant and Dedication of a Sewer and Waterline Easement

Grantor does hereby dedicate for use by the public utility provider forever, a sewer and waterline easement for the installation, maintenance, repair, and replacement of a below ground waterline and sewer line, together with such above ground fixtures and equipment appurtenant thereto which may be necessary, for the benefit of the public, encompassing +/- 2.19 acres, on the following described lands:

See attached Exhibits A and 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 the use the easement to construct and maintain utilities providing service to the Public.

The sewer and waterlines 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. Notwithstanding the foregoing, Grantee or public utility providers may install manhole covers, lift station(s) and other such above-ground equipment and/or infrastructure utilized in connection with the sewer and waterlines within the easement at such locations that are mutually agreeable to Grantor and Grantee.



3. Reclamation

Grantee shall control erosion on disturbed areas. Grantee shall rehabilitate and restore 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 top soil 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 coved 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, right-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 agency.

6. Indemnity/Release

- a. Grantee shall indemnify, defend, and hold harmless Grantor, its officer, directors, and shareholders from any and all claims, demands, liabilities of causes of action (including without limitation reasonable attorney's fees and expenses and costs of investigation of 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 6 day of Nov., 2023

Stonemill Properties LLC., a Wyoming corporation Swayne Redinger

By: [Signature]

Title: member

City of Sheridan, State of Wyoming

By: Richard Bridger

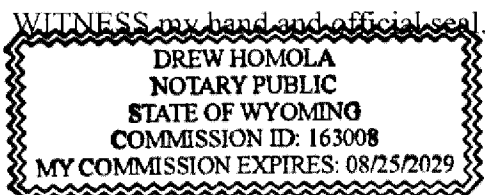
Title: Mayor

STATE OF WYOMING)

:ss

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 2023, by SWAYNE REDINGER, MEMBER of Stonemill Properties LLC., a Wyoming corporation.



[Signature] DREW HOMOLA
Notary Public

My commission expires: 08/25/2029



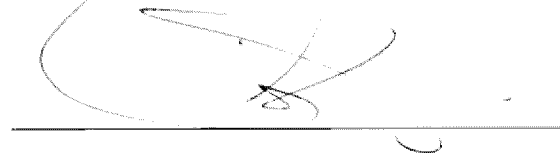
STATE OF WYOMING)

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COUNTY OF SHERIDAN)

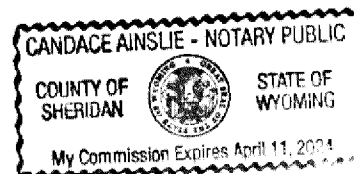
On this 6th day of November, 2023, before me personally appeared _____, on behalf of the City of Sheridan, State of Wyoming, to me being personally known, who, being by me dully sworn, did acknowledge said instrument to be the free act and deed of the City of Sheridan.

Given under my hand and official seal this 6th day of November, 2023.



Notary Public

My commission expires: 4/11/24





**LEGAL DESCRIPTION
EXHIBIT "A"**

Record Owner
STONEMILL PROPERTIES LLC.
20 October 2023

Re: Sewer and Waterline Easement

BEGINNING At A Point Which Is Located South 12°19'57"East, A Distance Of 324.97 Feet from the Northeast Corner Of Section 10, Township 56 North, Range 84 West, 6th PM, Sheridan County, Wyoming. Said Point Being On The West Right Of Way Of Wyoming Highway 338 (AKA Decker Road)

Thence South 22°22'10"East, A Distance Of 1803.76 Feet To A Point;

Thence South 67°37'52"West, A Distance Of 35.01 Feet To A Point;

Thence South 22°22'08"East, A Distance Of 247.69 Feet To A Point;

Thence South 73°59'41"West, A Distance Of 45.28 Feet To A Point;

Thence North 22°22'08"West, A Distance Of 287.67 Feet To A Point;

Thence North 03°04'20"West, A Distance Of 105.95 Feet To A Point;

Thence North 22°22'10"West, A Distance Of 1658.76 Feet To A Point;

Thence North 67°37'56"East, A Distance Of 45.00 Feet To The Point Of **BEGINNING**, having an area of 2.19 Acres more or less.

EXHIBIT "B"
SEWER AND WATERLINE EASEMENT
 Located In The W1/2, Section 10,
 Township 56 North, Range 84 West, 6th P.M.
 Sheridan, Sheridan County, Wyoming

LEGEND

These standard symbols will
 be found in the drawing.

• 3.25" A/C PLS 8812

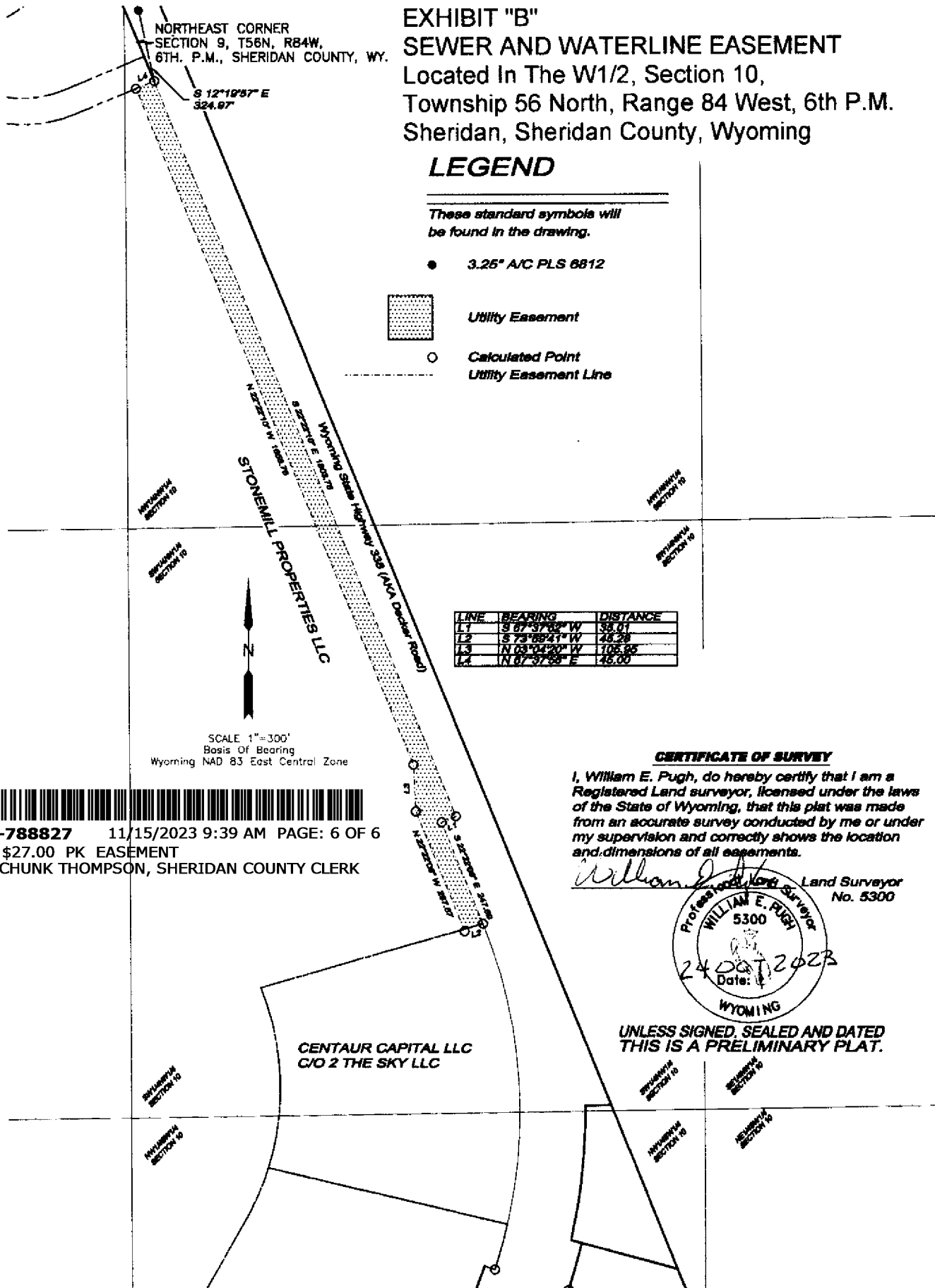


Utility Easement



Calculated Point

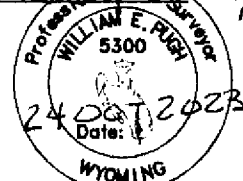
Utility Easement Line



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. 2023-788827 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 CITY OF SHERIDAN 55 GRINNELL PLZ
 SHERIDAN WY 82801-3930



2023-788827 11/15/2023 9:39 AM PAGE: 6 OF 6
 FEES: \$27.00 PK EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK