

DEDICATION OF GENERAL UTILITY EASEMENT

This Dedication of General Utility Easement made effective this 16th day of October 2013, 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 (the "Sewer Line Utility Easement").
- B. Grantor desires to dedicate a permanent 30 ft Sewer Line Utility Easement and a 50 ft temporary construction 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 the parties as follows:

1. Grant and Dedication of a 30 ft Sewer Line Utility Easement

Grantor does hereby dedicate for use by public utility providers forever, a 30 ft general utility easement for the installation, maintenance, repair, and replacement of below ground public utilities including sewer mains, to provide utility services to and for the benefit of the public. The dedicated route over and across the Real Property encompasses +/- 15,542 square feet as legally described in the attached Exhibit A and shown on the map attached hereto as Exhibit B.

2. Grant a 50 ft Temporary Construction Sewer Line Utility Easement

Grantor does hereby grant for use by public utility providers for a period of one year beyond the final acceptance of the Sheridan Northwest Utility Project, a 50 ft temporary construction utility easement for the installation, maintenance, repair, and replacement of below ground public utilities including sewer mains, to provide utility services to and for the benefit of the public. The dedicated route over and across the Real Property encompasses +/- 14,518 square feet as legally described in the attached Exhibit A and shown on the map attached hereto as Exhibit B.

3. 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 utilities 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.

4. Compensation

The Grantee, upon full execution of this agreement, hereby agrees to compensate the Grantor in the following ways which shall represent full satisfaction of this Agreement:

- a. A one-time payment in the amount of \$7,460.16 as fair satisfaction for the easement dedication, which payment shall be made on or before the date of this Agreement.

5. 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.

6. 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.

7. No Warranty.

Grantor makes no warranty of title or otherwise in entering into this Agreement.

8. 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.

9. 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 16 day of October, 2013.

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

By: James Gellis
Title: V.P.

City of Sheridan, State of Wyoming

By: Nicholas L. Betts
Title: Public Works Director



STATE OF WYOMING)


:ss

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 16th day of October, 2013, by James H. Jellis, Vice President of John E. Rice & Sons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

Elisa R. Bruce
 Notary Public



My commission expires: 7-28-2017

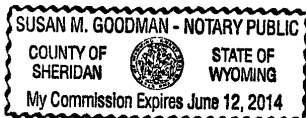
STATE OF WYOMING)

:ss

COUNTY OF SHERIDAN)

On this 23rd day of October, 2013, before me personally appeared Nic Bateson, 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 23rd day of October, 2013



Susan M. Goodman
 Notary Public

My commission expires: _____

John E. Rice & Sons



LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: John E. Rice & Sons, Inc.
September 5, 2013

Re: 30.0' Sewer Line Easement to the City of Sheridan

A sewer line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 centerline being more particularly described as follows:

Commencing at the south quarter corner of said Section 9 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 5300); thence N35°12'28"W, 1820.31 feet to the **POINT OF BEGINNING** of said easement, said point lying on the easterly line of a tract of land described in Book 537 of Deeds, Page 328; thence N77°47'49"E, 370.29 feet along said centerline to a point; thence N68°26'43"E, 147.78 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the southerly right-of-way line of a tract of land described in Book 542 of Deeds, Page 528, and being N18°45'29"W, 1710.75 feet from said south quarter corner of Section 9. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

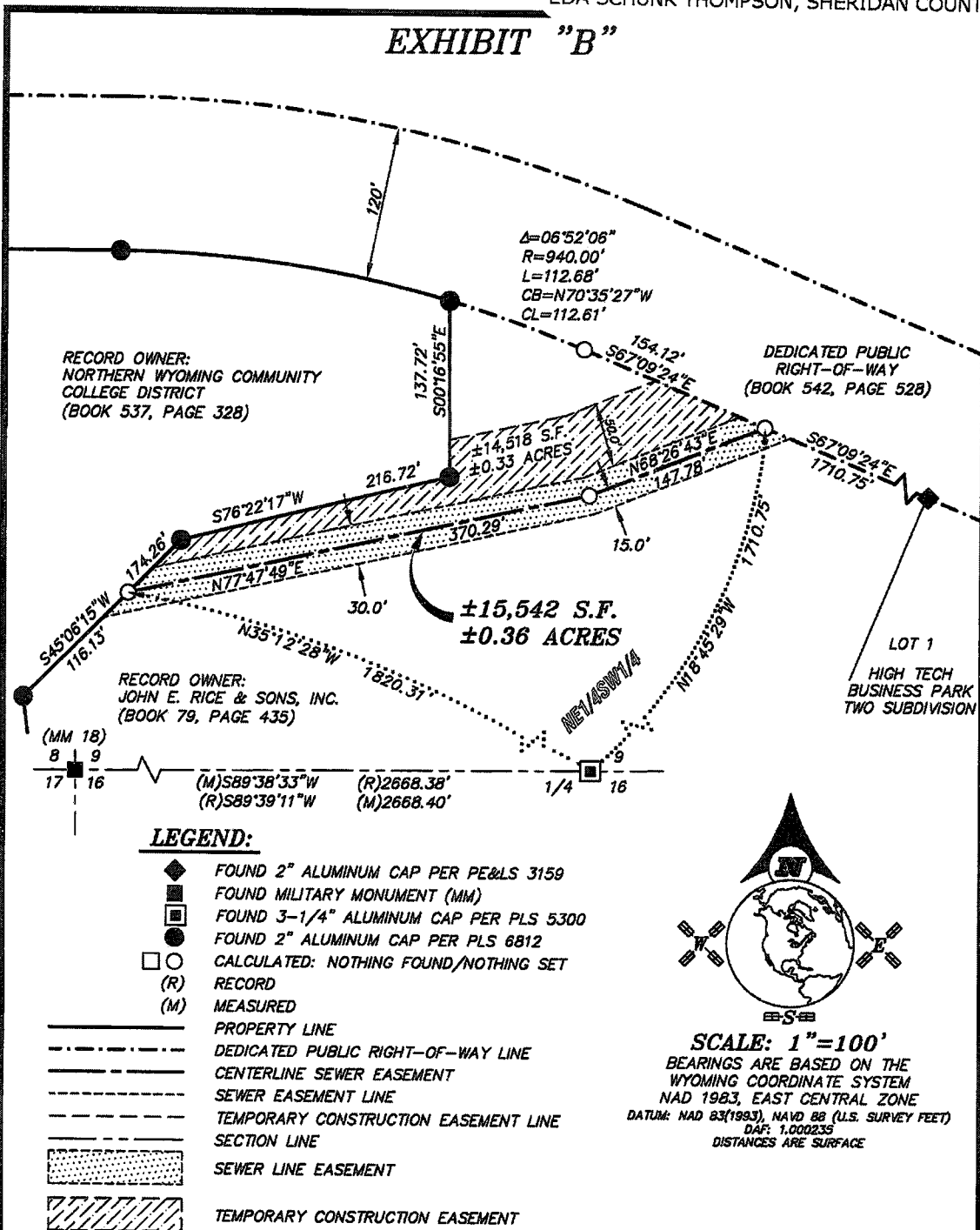
Said sewer line easement contains 15,542 square feet or 0.36 acres of land, more or less.

In addition, a temporary construction easement will be required, being a strip of land fifty (50) feet wide, the southerly line of said strip being the northerly line of said sewer line easement as shown on **EXHIBIT "B"**.

Said temporary construction easement contain 14,518 square feet or 0.33 acres of land, more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

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

EXHIBIT "B"



NO. 2013-708542 EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 GREG A VON KROSIGK PC PO BOX 602
 SHERIDAN WY 82801