## DEDICATION OF DRAINAGE EASEMENT

This Dedication of Drainage Easement is made effective this 26th day of February 2018, by Morrison Ranch, LLC, a Wyoming close limited liability company ("Grantor"), in favor of the CITY OF SHERIDAN, WYOMING ("Grantee").

### **RECITALS**

- Grantor owns the real property described on Appendix I. A.
- Grantor desires to dedicate a ten (10) ft. Drainage Easement for the purpose of allowing for proper drainage of surface water from lots adjacent to the Drainage Easement.

### **DEDICATION FOR PUBLIC USE**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Morrison Ranch, LLC dedicates to the City of Sheridan, referred to herein as "Grantee", its successors and assigns, a ten (10) ft. drainage easement as described on the attached Appendix I, which is incorporated herein by reference, for the purpose of allowing for proper drainage of surface water from lots adjacent to the Drainage Easement.

- Terms of Use. The City of Sheridan, and its successors and assigns, shall have the perpetual non-exclusive right to use the easement described herein for the benefit of the Public. No person, entity, or owner of land shall dig, fill, backfill, obstruct, or change the grade of the land subject to this drainage easement, without the prior written consent of either the City of Sheridan, its successors and assigns, or the Morrison Ranch Home Owner's Association, its successors and assigns.
- Reclamation. Any person, entity, or owner of land disturbing the surface or grade without consent as set forth above shall immediately rehabilitate and restore all disturbed areas, as nearly as reasonably practicable, to the condition and grade which they were in prior to disturbance, shall control erosion on disturbed areas, and shall reseed all disturbed areas. Topsoil from disturbed areas shall be separated and shall be returned as topsoil during rehabilitation and restoration.
- Non-exclusive Use of Easement Area. Grantor, its successors and assigns, expressly 3. reserves the right to use and enjoy the land covered by this easement for any purpose whatsoever, provided that such use does not interfere with the rights granted to the Grantee and to the Public herein. Grantor, its successors and assigns, may cross the easement area, use and maintain the surface, and upon the written consent of the Morrison Ranch Home Owner's Association, its successors and assigns, install landscaping and/or construct structures such as fences and other improvements which will not interfere with the rights granted to the Grantee and to the Public, including but not limited to the the proper drainage of surface water from lots adjacent to the Drainage Easement.

4.	No Warranty.	Grantor makes no warranty of title or otherwise by making this dedication.
DATE	D this 26th da	ay of February 2018.

Morrison Ranch, LLC, a Wyoming close limited liability company

By: Martha J. Willeke artha I. Hilleby, Manager

STATE OF WYOMING

:ss

COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me this 26 day of February 2018, by Martha I. Hilleby in her capacity as Manager of Morrison Ranch, LLC, a Wyoming close limited liability company.

WITNESS my hand and official seal.

CMD SHERWOOD - NOTARY PUBLIC STATE OF **COUNTY OF** My Commission Expires March 20, 2019

My commission expires: 3-20-2019



**2018-740731** 2/26/2018 3:25 PM PAGE: 2 OF 3 BOOK: 572 PAGE: 282 FEES: \$18.00 SM EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

# LEGAL DESCRIPTION EXHIBIT "A"

Record Owner: Morrison Ranch, LLC

February 14, 2018

## Re: 10.0' Drainage Easement

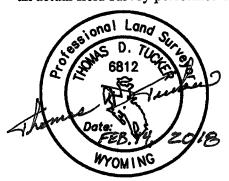
A drainage easement ten (10.0) feet wide, being five (5.0) feet each side of the following described centerline situated in Lot 11 thru Lot 16, Lot 18, Lot 19 and Lot 21 thru Lot 24, Block 2, Morrison Ranch Filling No.1, to the City of Sheridan, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 16 (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°00'11"E, 39.23 feet along said centerline and the north line of said Lot 16 to a point, said point being the southwest corner of Lot 19; thence N47°02'37"E, 101.47 feet along said centerline and the south line of said Lot 19 to a point, said point being the southwest corner of said Lot 21; thence S88°35'42"E, 268.57 feet along said centerline to a point, said point being the southwest corner of said Lot 24; thence S69°42'27"E, 151.63 feet along said centerline and the south line of said Lot 24 to the POINT OF TERMINUS of said easement, said point being the northeast corner of said Lot 11 and lying on the westerly right-of-way line of Legacy Road (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the side lines of said easement to intersect boundary lines as shown on Exhibit "B".

Said drainage easement contains 5,610 square feet of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

### SURVEYOR'S STATEMENT

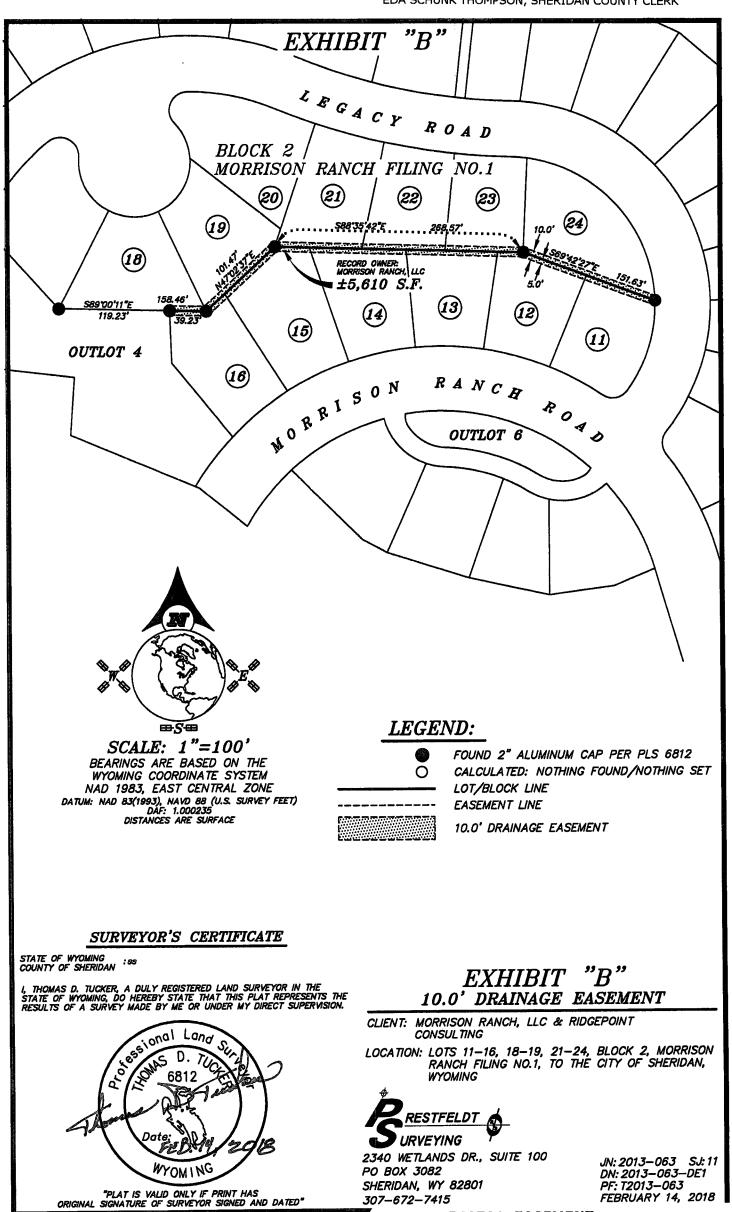
I, Thomas D, Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of the surveyor.



2/26/2018 3:25 PM PAGE: 3 OF 3 283 FEES: \$18.00 SM EASEMENT 2018-740731 BOOK: 572 PAGE: 283 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



NO. 2018-740731 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK YONKEE & TONER P O BOX 6288 SHERIDAN WY 82801