

INVOICE DATE	INVOICE	PO	PROJECT	REMITTANCE AMOUNT
03/06/13	DRYCREEKHLDDINGS	07EN58		7,500.00
03/06/13	DRYCREEKHLDDINGS	07EN58		12,500.00
03/06/13	DRYCREEKHLDDINGS	07EN58		250.00

VENDOR NAME	PAYMENT DATE	CHECK NUMBER	REMITTANCE TOTAL
CAMPBELL COUNTY ABSTRACT	78 03/06/13	135615	\$*****20,250.00

GENERAL FUND

I HEREBY CERTIFY THIS WARRANT IS ISSUED PURSUANT TO  
LAW AND IS WITHIN THE DEBT LIMIT OF THE CITY OF GILLETTE

THIS WARRANT IS PAYABLE THROUGH

FIRST NATIONAL BANK  
GILLETTE, WYOMING 82716

**WARRANT**  
OFFICE OF THE CITY CLERK  
CITY OF GILLETTE, WYOMING 82716

**135615**

99-105/1023

DATE  
03/06/13

AMOUNT

\$\*\*\*\*\*20,250.00

PAY TWENTY THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS

TO THE  
ORDER  
OF

CAMPBELL COUNTY ABSTRACT  
PO BOX 9  
GILLETTE WY 82717-0009

**COPY - 0001**

**\*\*VOID\*\***

MAYOR

CITY CLERK

135615 102301050 003301

P.O. NUMBER	DATE
18295	3/6/13

**VENDOR:**

SHIP TO:

## CC Abstract

**PLEASE SEND INVOICE IN DUPLICATE TO:**

**AUTHORIZED BY:**  
**REVIEWED BY:**

I CERTIFY THAT THE ABOVE PURCHASE IS NECESSARY FOR THE PROPER OPERATION OF THE CITY OF GILLETTE AND THAT THE FUNDS ARE APPROPRIATED IN THE CURRENT BUDGET.

Rev. 890-407





# CITY OF GILLETTE

Land Consultant

P.O. Box 3003 • Gillette, Wyoming 82717-3003

Phone 307.686.5361

[www.gillettewy.gov](http://www.gillettewy.gov)

February 21, 2013

Sean Durrant  
11 North Main Street, Suite 100  
Buffalo WY 82834

Roy Allen Townsend  
P.O. Box 1092  
Gillette, WY 82717-1092

RE: Madison Regional Water (5070-04)

Dear Sean & Allen,

After our phone conference in mid-January, I'm sending this letter to lay out what I believe should be the agreement between the City of Gillette and Dry Creek Holding Company, LLC for the requested Madison Pipeline Easements. These are the terms.

- 1.) Dry Creek Holding Company, LLC would execute the enclosed easements and return them to me. I will deliver them to Campbell County Abstract pending a closing that they will set at Mr. Townsend's convenience. (The title company does a final check of title, delivers payment and handles recording of the permanent easement. This is all at our expense.)
- 2.) The City will pay compensation for the easements in the amount of \$7,500.00 for the permanent easement and \$12,500.00 for the temporary construction easement, for a total payment of \$20,000.00.
- 3.) The City will guarantee that throughout construction we and our contractors will provide the owners at least daily access to sheds on the property for removal and storage of the owner's supplies and equipment. (We will, upon request, make a contractor or City employee available to discuss with the owners how this will be accomplished.)
- 4.) As a part of the consideration for the compensation stated above, the appropriate management of the T & T Guns and Ammo store will grant the City and/or our contractors, sub-contractors, or other agents up to five days of no gunfire on the T&T shooting range. Notice of the City's request[s] for no fire days shall be made at least two days prior to the requested day[s] and shall be made in writing or by personal contact with Allen Townsend.
- 5.) As we discussed on the phone, the City does not indemnify landowners in these situations. We do, however, maintain very substantial insurance and we require our contractors on these projects to do the same. Nevertheless the City would

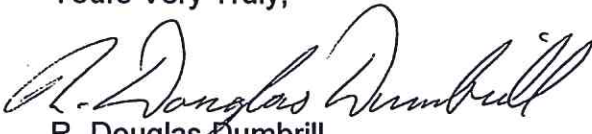
agree that if your client (Dry Creek Holding Company, LLC) was sued in a lawsuit for personal injury or property damage arising out of the activities of the City, its representatives, contractors or agents of any kind, the City would pay for and provide a defense for your client through court proceedings on a motion to dismiss your client from the lawsuit and if necessary through proceedings on a motion for summary judgment in your client's favor. This obligation of defense would, in any case end at the conclusion of summary judgment proceedings would not include any obligation by the City to pay for or provide an appeal.

As we discussed, our thinking here is that your client is unlikely in the extreme to face any liability for being forced to let us use his land. (That element of "force" is the ultimate reality even though you and Mr. Townsend and (I hope) the City have been more than cordial here.

Even considering that, we agree somebody can sue for almost anything, and it costs your client to get even a frivolous case dismissed. We'd take on that financial responsibility through summary judgment proceedings. I'm afraid that's all we can do on this front, and I cannot offer any indemnity or additional insurance coverage.

If I have correctly set forth our agreement, please evidence it by signatures below and return this letter to me. As always our agreement is not final and is subject to and contingent upon the approval of the City Council after proceedings prescribed by law. I will take this before City Council at the earliest opportunity. (City Attorney, Charlie Anderson, has viewed and approved this approach.)

Yours Very Truly,

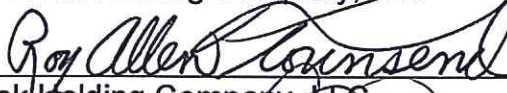
  
R. Douglas Dumbrell  
Land Consultant

RDD/sdg

cc: Mike Cole, Project Manager

The agreement described in the above correspondence is accepted and approved by:

Dry Creek Holding Company, LLC

BY:  the authorized member of Dry Creek Holding Company, LLC.

WITNESS:   
Sean Durrant, Attorney

## **PERMANENT WATER LINE AND GENERAL UTILITY EASEMENT 5070-04**

Dry Creek Holding Company, LLC of P.O. Box 1092, Gillette, WY 82717-0102, hereinafter GRANTOR(S), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged does Grant, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE, a Permanent Water Line and General Utility Easement in and to the following described tract of land:

### **LEGAL DESCRIPTION 5070-04**

A permanent easement located in portion of the E1/2NE1/4 of Section 29, T50N, R70W of the 6<sup>th</sup> P.M., Campbell County, Wyoming, as recorded in Book 2313 of Photos, Page 400 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 29, being monumented by 1987 BLM brass cap;

Thence S50°41'27"E, 1984.25 feet to a point on the westerly boundary of said parcel, being the point of beginning of the southerly limit of a 40 foot wide permanent easement;

Thence along said southerly limit, N89°59'54"E, 851.27 feet to a point;

Thence continuing along said southerly limit, N44°44'13"E, 218.31 feet to south right of way of U.S. Highway 14-16 and being the point of termination of said permanent easement, from which the northeast corner of aforementioned Section 29 lies N05°47'12"E, 1187.68 feet, monumented with a 1965 brass cap stamped LS 366.

The sidelines of said permanent easement are to be shortened or extended to prevent gaps and overlaps.

Said permanent easement contains 41615 square feet more or less.

All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A" is Wyoming State Plane Grid, NAD83, East Zone (4901).

The easement is further shown and described by the drawing attached as Exhibit "A".

Said easement is subject to any right-of-way and or easements, reservations and encumbrances of record or implied.

Said easement unto GRANTEE, its successors, licensees and assigns to have and to hold forever in the lands described above for a waterline and general utility

easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, such as, for purpose of illustration but not limitation, water pipelines and sanitary sewer lines, storm water drains and sewers, electrical lines, natural gas lines, telephone lines, cable television and other communication lines and other utilities to be determined in the sole discretion of the GRANTEE.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition substantially equal to the condition of the disturbed or damaged area before construction within the easement.

GRANTOR(S):

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

the \_\_\_\_\_  
(Title)

of Dry Creek Holding Company, LLC

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The above and foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of Dry Creek Holding Company, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires:

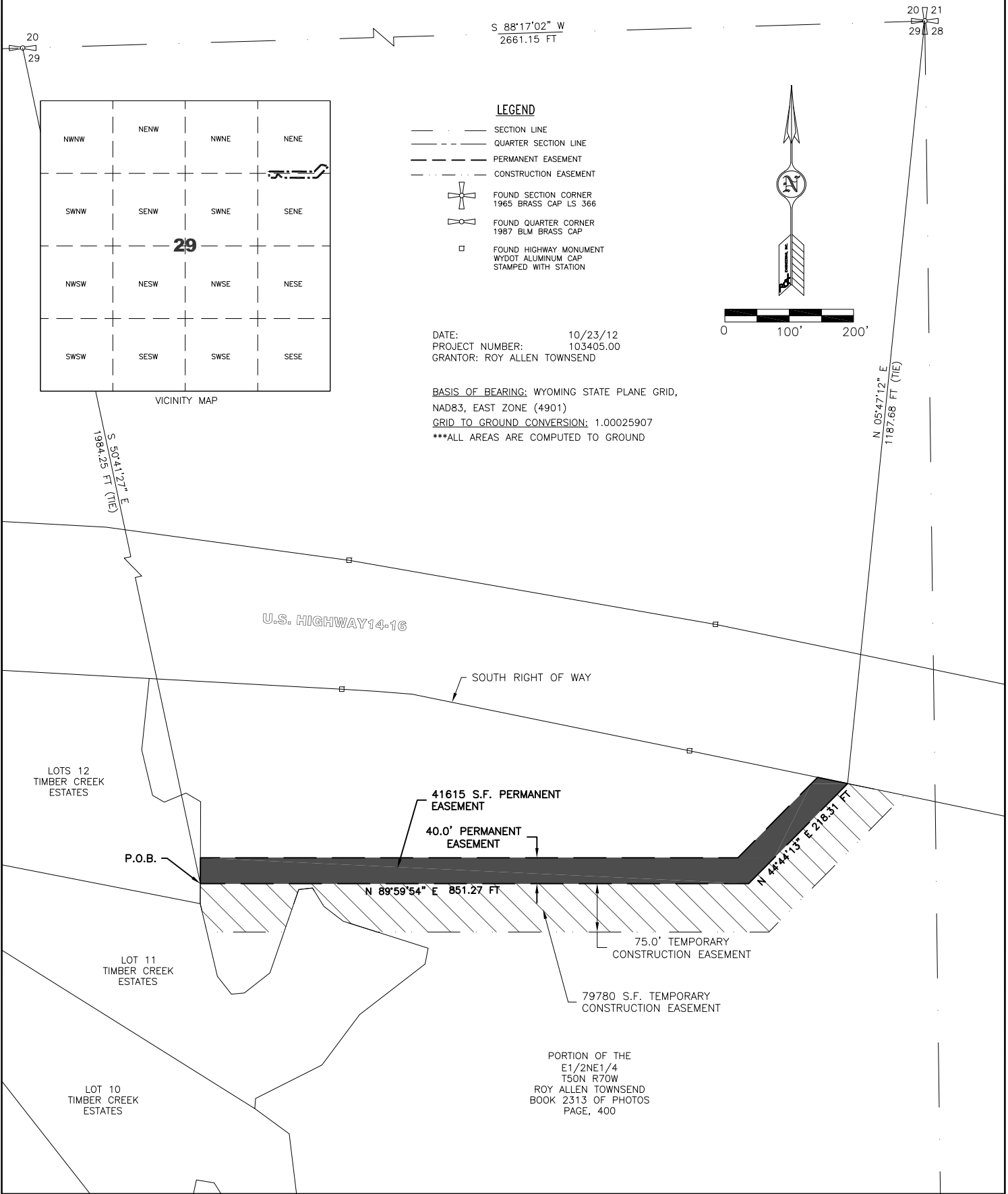
\_\_\_\_\_

Notary Public

\_\_\_\_\_

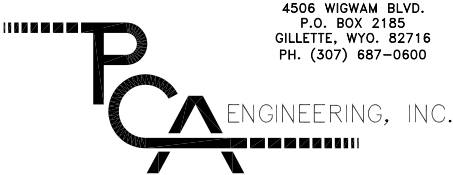
EXHIBIT "A"

AN EASEMENT LOCATED IN A PORTION OF THE E1/2NE1/4 OF  
SECTION 29, T50N, R70W OF THE 6TH P.M.  
CAMPBELL COUNTY, WYOMING



SURVEYOR'S CERTIFICATE

I, DAVID L VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY.





**TEMPORARY CONSTRUCTION EASEMENT**  
**5070-04**

Dry Creek Holding Company, LLC of P.O. Box 1092, Gillette, WY 82717-1092, hereinafter GRANTOR(S), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged do Grant and Convey to the City of Gillette, Wyoming, a municipal corporation and city of the first class, of 201 East Fifth Street, Gillette, Wyoming, hereinafter GRANTEE a temporary construction easement in and to the following described tract of land:

See attached Exhibit "A" which is incorporated herein by reference.

This grant is made to Grantee, its successors, licensees and assigns to have and to hold the lands described above as a TEMPORARY CONSTRUCTION EASEMENT to be used during construction activities of the new Gillette Regional Water Supply Project ("Madison" project). Grantee, its successors, licensees and assigns, shall have the right of ingress and egress, and also the right to temporarily operate, and park machinery upon the land described above during construction of the new Gillette Regional Water Supply Project ("Madison" project). The easement also includes an immediate right to use the property to survey, lay-out, prepare, construct, and complete the project.

At the conclusion of construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction activities to a condition substantially equal to the condition of the disturbed or damaged areas before the construction within the easement. The signers below represent that they sign with full authority and consent of the Grantors identified above.

GRANTOR(S):

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

the \_\_\_\_\_

(Title)

of Dry Creek Holding Company, LLC

STATE OF \_\_\_\_\_)

) ss.

County of \_\_\_\_\_)

The above and foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of Dry Creek Holding Company, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**Legal Description – Temporary Construction Easement**  
**5070-04 Roy Allen Townsend**  
**October 23, 2012**

A temporary construction easement located in portion of the E1/2NE1/4 of Section 29, T50N, R70W of the 6<sup>th</sup> P.M., Campbell County, Wyoming, as recorded in Book 2313 of Photos, Page 400 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 29, being monumented by 1987 BLM brass cap;

Thence S50°41'27"E, 1984.25 feet to a point on the westerly boundary of said parcel, being the point of beginning of the northerly limit of a 75 foot wide temporary easement;

Thence along said northerly limit, N89°59'54"E, 851.27 feet to a point;

Thence continuing along said northerly limit, N44°44'13"E, 218.31 feet to south right of way of U.S. Highway 14-16 and being the point of termination of said temporary easement, from which the northeast corner of aforementioned Section 29 lies N05°47'12"E, 1187.68 feet, monumented with a 1965 brass cap stamped LS 366.

The sidelines of said temporary construction easement are to be shortened or extended to prevent gaps and overlaps.

Said temporary construction easement contains 79780 square feet more or less.

All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A" is Wyoming State Plane Grid, NAD83, East Zone (4901).

AN EASEMENT LOCATED IN A PORTION OF THE E1/2NE1/4 OF  
SECTION 29, T50N, R70W OF THE 6TH P.M.  
CAMPBELL COUNTY, WYOMING



4506 WIGWAM BLVD.  
P.O. BOX 2185  
GILLETTE, WYO. 82716  
PH. (307) 687-0600