

INVOICE DATE	INVOICE	PO	PROJECT	REMITTANCE AMOUNT
04/19/13	ZEBROSKI ESMNT	07EN58		7,465.00

VENDOR NAME	PAYMENT DATE	CHECK NUMBER	REMITTANCE TOTAL
CAMPBELL COUNTY ABSTRACT	78 04/19/13	136381	\$*****7,465.00

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 INTERSTATE BANK
GILLETTE, WYOMING 82716

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

136381

99-64/0929

DATE
04/19/13

AMOUNT

\$*****7,465.00

PAY SEVEN THOUSAND FOUR HUNDRED SIXTY FIVE AND 00/100 DOLLARS

TO THE
ORDER
OF

CAMPBELL COUNTY ABSTRACT
PO BOX 9
GILLETTE WY 82717-0009

COPY - 0001

****VOID****

MAYOR

CITY CLERK

136381 092901683 353351091

P.O. NUMBER	DATE
18441	4/18/13

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING AND
CORRESPONDENCE.**

SHIP TO:

cc abstract

PLEASE SEND INVOICE IN DUPLICATE TO:

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.

REVIEWED
BY:

Rev. 890-407

THOMAS ZEBROSKI
5070-RR36
OFFER

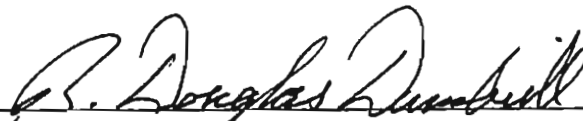
The City of Gillette hereby extends a cash offer for the execution and delivery of the attached Temporary Construction Easement as follows:

(1) Temporary Construction Easement
106,630 sq. ft. @ \$.07 per sq. ft. = \$7,465.00

TOTAL = \$7,465.00

The total above is the City's calculation of market value of the easement(s) requested. The payment can be made upon your return of the attached easements to City Hall and the final approval of the City Council.

Dated: 12-4-12


R. Douglas Durnbrill, Land Consultant

#5



CITY OF GILLETTE

Finance

Utilities

P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone (307) 686-5262
www.gillettewy.gov

February 8, 2013

Thomas Zebroski
P.O. Box 326
Rozet, WY 82727-0326

RE: Madison Regional Water (5070-RR36)

Dear Mr. Zebroski,

I met with Zeke on your property a while back and he passed along your concerns regarding the City's requested temporary construction easement for the Madison project. Zeke also advised us he thought our proposed compensation was fair.

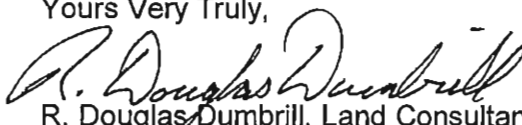
I would like to propose that we handle your concerns (apart from financial compensation) with the following promises from the City.

- 1.) You have installed a septic system and leach field on your property and permitted it though Campbell County. The permit is attached to this letter as Exhibit "A." The City will exclude the location of the septic system from its contractor temporary construction easement. (We will still include it in the easement you grant the City so compensation will not change.) If the City or its contractors damage or destroy any part of the septic system, they will repair or replace it to a condition as good as or better than its original condition. The City will be responsible for locating the system (including leach field.) You will cooperate and assist in establishing that location.
- 2.) You have WARNED the City about unstable soil in the temporary construction area and have marked the general area of those hazards with white corral panels. The City and its contractors agree to work at their own risk at the identified location and will appropriately fill any cave in or erosion caused by construction activities at that location.
- 3.) The City agrees to reimburse you for any trees over 6' removed, killed, or destroyed in construction at the rate of \$250.00 per tree or over 12 foot tall at the rate of \$450.00 per tree or, at your option, replace the tree with a similar species and size planted at the City's expense.

If I have correctly set down our agreement please sign below, execute the required easement, and vendor set up form and return them to me for payment.

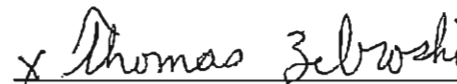
A copy of this letter will follow the easement through construction. Please keep a copy for your records as this and the easement form our contract. As you can imagine on a project like this, issues can be overlooked or forgotten. If anything looks wrong in our preparation or construction please call us immediately (307-686-5361). It has been a pleasure working with you and hopefully will continue to be "partners" in the Madison project.

Yours Very Truly,


R. Douglas Dumbrell, Land Consultant

Enclosures: Permit, Easement, Vendor Set UP Form
cc: Mike Cole, Utility Project Manager

AGREED TO BY:


Thomas Zebroski

Productivity Service With P.R.I.D.E. Enthusiasm
Responsibility Integrity Dedication

TEMPORARY CONSTRUCTION EASEMENT

5070-RR36 Thomas Zebroski

Thomas Zebroski of P.O. Box 326, Rozet, Wyoming, 82727-0326, 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.

X DATED THIS 1st day of April, 2012.

GRANTOR(S):

X Thomas Zebroski
Thomas Zebroski

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Thomas Zebroski on April 1, 2013.

Witness my hand and official seal.

My Commission Expires: 2-24-14

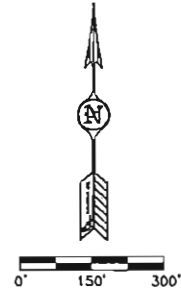

Notary Public



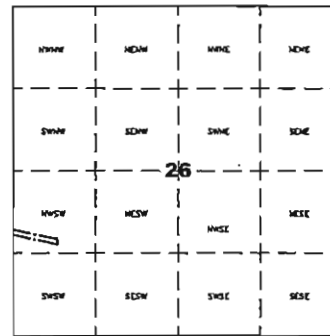
EXHIBIT "A"
 AN EASEMENT LOCATED IN TRACT 36 OF ROZET RANCHETTES
 IN SECTION 27, T50N, R70W OF THE 6TH P.M.
 CAMPBELL COUNTY, WYOMING

LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- - - EXISTING EASEMENT
- - - CONSTRUCTION EASEMENT
- FOUND QUARTER CORNER
1978 BRASS CAP L.S. 534
- FOUND WYDOT RIGHT OF WAY MONUMENT
ALUMINUM CAP T-120.8 W/ STA
- FOUND PROPERTY CORNER
ALUMINUM CAP L.S. 2079 TOWER

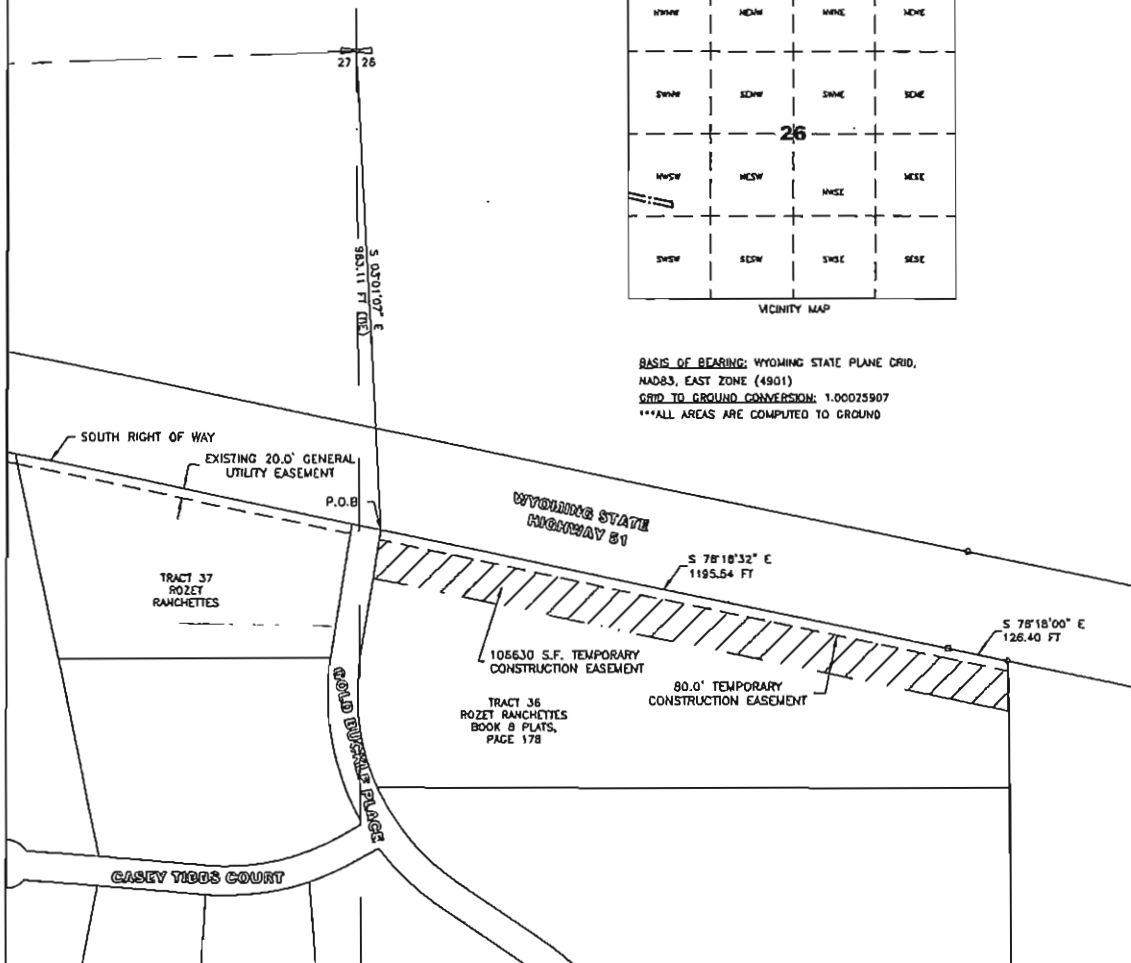


DATE: 10/26/12
 PROJECT NUMBER: 103405.00
 GRANITOR: THOMAS ZEBROSKI



VICINITY MAP

BASIS OF BEARING: WYOMING STATE PLANE GRID,
 NAD83, EAST ZONE (4901)
 GRID TO GROUND CONVERSION: 1.00025907
 ***ALL AREAS ARE COMPUTED TO GROUND



SURVEYOR'S CERTIFICATE

I, DAVID L. VILEM, 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.



Legal Description – Temporary Construction Easement
5070-RR36 Thomas Zebroski
October 26, 2012

A temporary construction easement located in Tract 36 of Rozet Ranchettes in Section 26, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 8 of Plats, Page 178 of the Campbell County Clerks records, lying 100 feet southerly and parallel with the following described line:

Commencing at the west quarter corner of said Section 26, being monumented by a 1976 brass cap stamped LS 538;

Thence S03°01'07"E, 983.11 feet to the northwest corner of said tract being on the south right of way of Wyoming State Highway 51 and being the point of beginning of said temporary easement;

Thence along said south right of way, S78°18'32"E, 1195.54 feet to a WYDOT aluminum cap stamped F-120.9 with stationing;

Thence continuing along said south right of way, S78°18'00"E, 126.40 feet to the northeast corner of said tract, monumented with an aluminum cap stamped LS 2079 Tower and being the point of termination.

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

Said temporary construction easement contains 106630 square feet more or less.

The area computed does not include the existing 20 foot wide permanent easement area. 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).

EX "A"
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