





CITY OF GILLETTE

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

Finance
07 EN 58
CCA

October 7, 2013

Terry & Bonnie Gladson
P.O. Box 102
Gillette, WY 82717-0102

301-70-72-441-70-47411

RE: Madison Regional Water (5070-03)

Dear Terry and Bonnie,

This correspondence supplements my correspondence of June 28, 2013 and adds some considerations not addressed in those negotiations. I am also including in this version some negotiations we had last week regarding the "Deep Ground Anode Bed" and additional "Temporary Construction Easement" on the North side of Highway 51. These are our terms of agreement as I understand them:

- 1.) The City will pay the sum of **\$3,932.00** for permanent easement as shown on the enclosed "Permanent Waterline Easement." (21,840 sq./ ft. @ \$.18 per sq. ft.=s \$3,932.00) See attached Document #1.
- 2.) In addition, we will pay the sum of **\$7,257.00** for the "Temporary Construction Easement" as shown on the enclosed document. See attached Document #2.
- 3.) In addition, we will pay the sum of **\$7,725.00** for a second "Temporary Construction Easement as shown on the enclosed document (15.45 acres @ \$500.00 per acre.) See attached Document #3.
- 4.) We will also pay the sum of **\$3,180.60** for the "Deep Ground Anode Bed Easement" as shown on that enclosed document. (17,670 sq. feet @ \$.18 per sq ft.) See attached Document #4.
- 5.) The permanent easement is a waterline easement only and does not contain a general utility easement.
- 6.) Prior to construction on any part of any project, the City will install appropriate and effective temporary fencing enclosing the temporary and permanent easements which are under construction. The temporary fence will remain in place after the project to protect reclamation work and it will be removed by the City (and new fencing placed in the original fence location if that has not been done) within 2 years after construction on the Gladsons' property and at their request. The City

\$22,094.60

leave any removed fencing material on Gladsons' property adjacent to the project for their eventual use.

- 7.) On all projects where existing highway access may be disturbed during construction the City will prepare safe and adequate, uninterrupted, temporary access for the Gladson's.
- 8.) The City will reclaim all disturbed land as provided in the easements. Guarantees on reclamation work shall be for the benefit of the Gladsons, as well as the City. All reseeding will be done with alfalfa/crested wheat grass mix with no wildflower component.
- 9.) Any existing cattleguards removed for construction will be replaced with a new autogate and the removed cattleguard will be left on the Gladson's land for their eventual use.

As we discussed, Mike Cole and I continue to be available for your questions or concerns. Also, as we discussed I will be setting up a time next week when I can bring a notary out and we can sign documents with you and your family. In the meantime if there is anything incorrect in what I've presented here (letter and easements) please let me know immediately so I can make changes before we get together.

Again thanks for having us out last week. It was a productive meeting in my view. Please feel free to contact me at 307-686-5361.

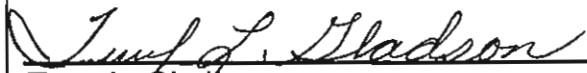
Yours Very Truly,



R. Douglas Dumbrell
Land Consultant

RDD/sdg

Enclosure

AGREED TO BY:


Terry L. Gladson


Bonnie J. Gladson

DATE: 10-14-13

cc: Mike Cole, Utility Project Manager



CITY OF GILLETTE

Utilities

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

June 28, 2013

Terry L. Gladson and Bonnie J. Gladson
P.O. Box 102
Gillette, WY 82717-0102

RE: Madison Regional Water (5070-03)

Dear Terry and Bonnie,

Thank you for meeting with Mike Cole and me on the "Madison Pipeline" issues. We have come to an agreement regarding the easements which the City is requesting for the "Madison Project." I'm writing this letter to sum up our agreement. Here, as I understand them, are the terms.

- 1.) We will pay the sum of \$5,194.00 for permanent easement as shown on the enclosed "Permanent Waterline Easement." (28,855 sq. ft. @ \$.18 per sq. ft. = \$5,194.00)
- 2.) In addition, we will pay the sum of \$9,806.00 for the "Temporary Construction Easement" as shown on the enclosed document.
- 3.) The permanent easement is a waterline easement only and does not contain a general utility easement.
- 4.) Prior to construction on any part of the project, the City will install appropriate and effective temporary fencing enclosing the temporary and permanent easements which are under construction. The temporary fence will remain in place after the project to protect reclamation work and it will be removed by the City (and new fencing placed in the original fence location if that has not been done) within 2 years after construction on Gladson's property and at their request.
- 5.) The City will reclaim all disturbed land as provided in the easements. Guarantees on reclamation work shall be for the benefit of the Gladsons, as well as the City.
- 6.) The City will not remove or damage the auto-gate entering the easement property from Cedar Hills Drive.
- 7.) The City will use its best efforts not to damage or destroy the "Johnson" sign at the entry to their property from Cedar Hills Drive. If the sign must be removed for construction, the City will remove and replace it at City expense.
- 8.) There are 10-12 elm sapling trees planted in the vicinity of the "Johnson" gate off of Cedar Hills Drive. If the City needs to remove or damage these trees, it will replace them at City expense with similar sapling trees planted at the same location. The


City will remove the irrigation for the existing trees at this location before construction and replace it after construction.

As we discussed, Mike Cole and I remain available for your questions or concerns. Feel free to call. Mike will continue to work with you on the "Anode" issue.

If I have correctly written down our agreement, please sign below, execute the enclosed easements, and deliver or mail them to City Hall. We have free notary service at City Hall. I will then take this matter before the Council for final approval, and Campbell County Abstract will contact you regarding a closing. I have also enclosed a copy of the Wyoming Supreme Court case we discussed. It is a copy of my copy so it is highlighted in places.

Thanks for your assistance and hospitality.

Yours Very Truly,



R. Douglas Dumbrill
Land Consultant

RDD/sdg

Enclosure: Drawings

cc: Mike Cole
Utility Project Manager

AGREED TO:

Terry L. Gladson

Bonnie J. Gladson

Date

DOCUMENT #1

PERMANENT WATER LINE EASEMENT
Terry L. Gladson and Bonnie J. Gladson ()5070-03

Terry L. Gladson and Bonnie J. Gladson of P.O. Box 102, Gillette, WY 82717-0102, hereinafter GRANTOR, 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, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE, a Permanent Water Line Easement in and to the following described tract of land:

LEGAL DESCRIPTION
5070-03

A permanent easement located in the E1/2NW1/4 of Section 29, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 475 of Photos, Page 452 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 a 1987 BLM brass cap;

Thence S38°44'20"E, 1008.97 feet to a point the southwest right of way of Cedar Hills Drive, also being the northeast corner of a parcel as described in Book 2765 of Photos, Page 99 and being the point of beginning;

Thence along said southwest right of way, being the northerly limit of a 25 foot wide permanent easement, parallel with said right of way, S81°45'12"E, 158.01 feet to a curve concave to the southwest;

Thence continuing along said southwest right of way and said 25 foot permanent easement, through said curve with a delta angle of 60°53'55", a radius length of 271.49 feet, an arc length of 288.56 feet, a chord bearing of S51°18'14"E and a chord length of 275.17 feet to a curve concave to the southwest;

Thence continuing along said southwest right of way and said 25 foot permanent easement, through said curve with a delta angle of 17°07'20", a radius length of 1036.01 feet, an arc length of 309.60 feet, a chord bearing of S12°17'37"E and a chord length of 308.45 feet to a point;

Thence continuing along said southwest right of way and said 25 foot permanent easement, S03°43'57"E, 135.94 feet to the point of termination of said permanent easement, from which the center quarter corner of aforementioned Section 29 lies S09°33'10"E, 1335.37 feet, monumented with a 1982 brass cap stamped LS 584.

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

Said permanent easement contains 21840 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 easement only over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public water pipeline and support or operation structures or equipment appurtenant to said public water pipeline in the 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):

Terry L. Gladson
Terry L. Gladson

Bonnie J. Gladson
Bonnie J. Gladson

STATE OF Wyoming)
County of Campbell) ss.

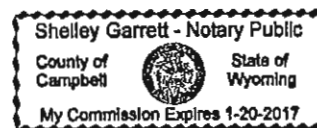


The above and foregoing instrument was acknowledged before me by Terry L. Gladson this 14th day of October, 2013.

My Commission Expires:
1-20-2017

Shelley Garrett
Notary Public

STATE OF Wyoming)
County of Campbell) ss.



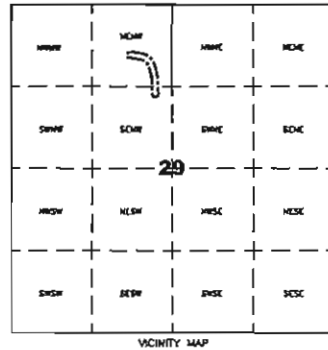
The above and foregoing instrument was acknowledged before me by Bonnie J. Gladson this 14 day of October, 2013.






My Commission Expires:
1-20-2017

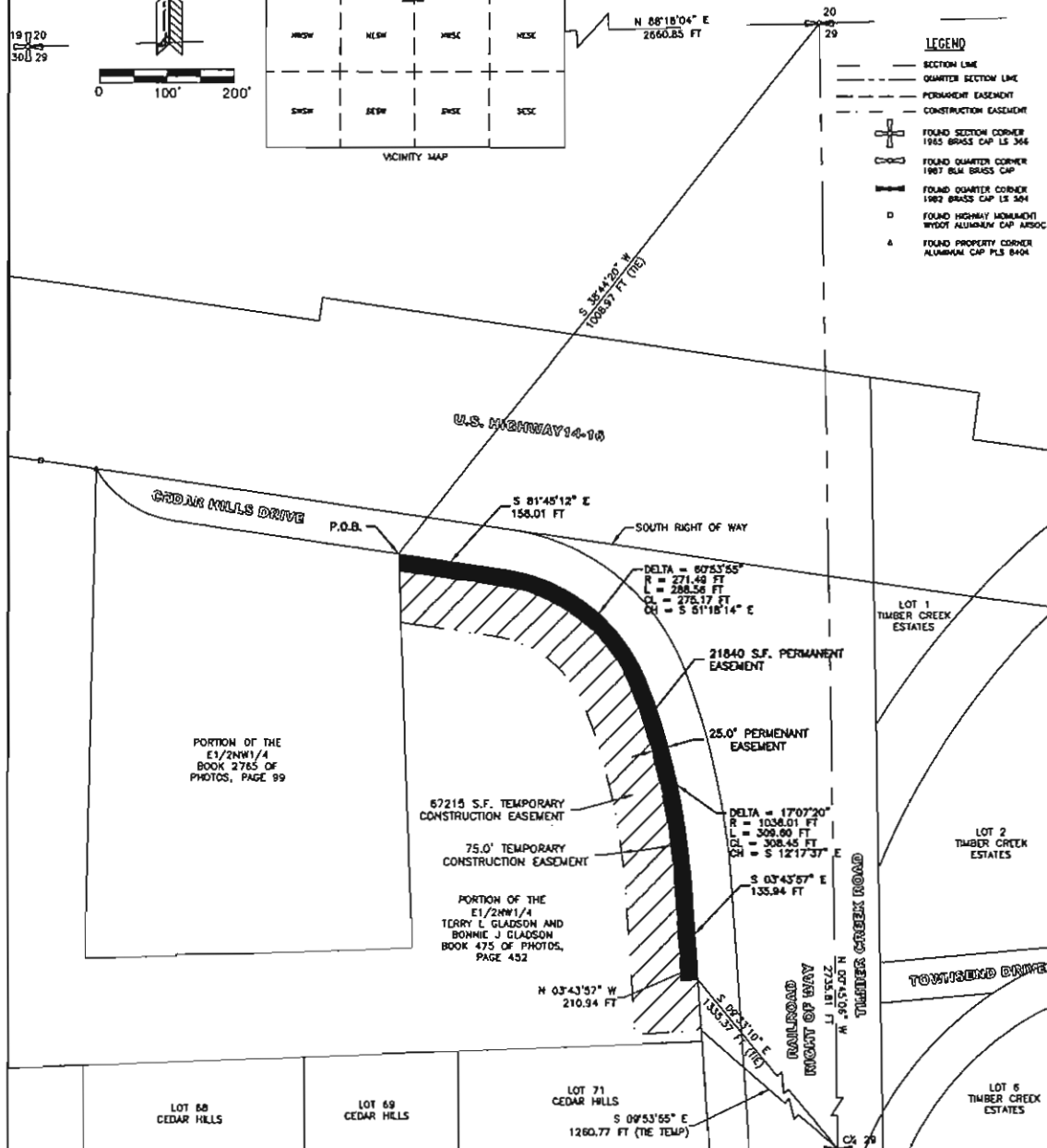
Shelley Garrett
Notary Public

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

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



— SECTION LINE
 - - - QUARTER SECTION LINE
 --- PERMANENT EASEMENT
 --- CONSTRUCTION EASEMENT
 FOUND SECTION CORNER
 1985 BRASS CAP LS 366
 FOUND QUARTER CORNER
 1987 BLK BRASS CAP
 FOUND CORNER
 1982 BRASS CAP LS 304
 FOUND HIGHWAY MONUMENT
 WYDOT ALUMINUM CAP AR30C
 FOUND PROPERTY CORNER
 ALUMINUM CAP PLS B404



I, DAVID L. VUDEM, 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.

4308 WYOMAM BLVD.
P.O. BOX 2183
GILLETTE, WYO. 82718
PH. (307) 687-0600



P.O. BOX 2153
OILLETTE, WYO. 82716
PH. (307) 687-0600

ENGINEERING, INC.

DOCUMENT #2

Terry L. Gladson and Bonnie J. Gladson (5070-03)

Terry L. Gladson and Bonnie J. Gladson of P.O. Box 102, 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 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.

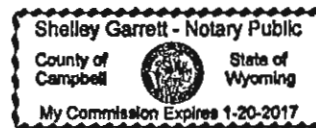
DATED THIS 14~~th~~ day of October, 2013.

GRANTOR(S):


Terry L. Gladson

Bonnie J Gladson
Bonnie J Gladson

STATE OF WYOMING)
) ss.
County of Campbell)



The above and foregoing instrument was acknowledged before me by Terry L. Gladson on

October 14, 2013.

Witness my hand and official seal.

My Commission Expires:

1/20/2017

Sheley Karrell
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Bonnie J. Gladson on
_____, 2013.

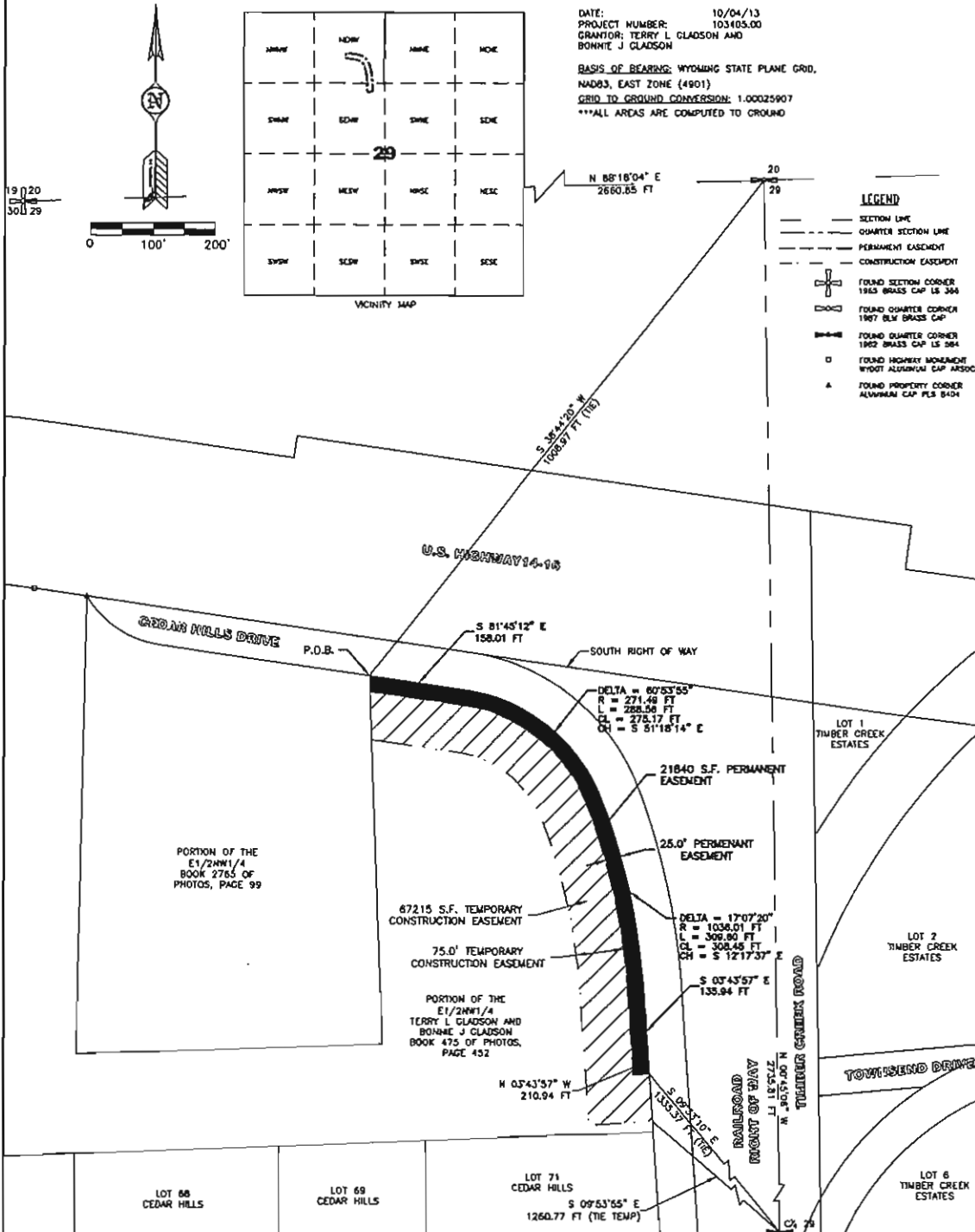
Witness my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

AN EASEMENT LOCATED IN A PORTION OF THE E1/2NW1/4 OF
SECTION 29, T30N, R70W OF THE 6TH P.M.
CAMPBELL COUNTY, WYOMING



SURVEYOR'S CERTIFICATE

I, DAVID L. VUEM, 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.



4306 WIGWAM BLVD.
P.O. BOX 2185
CHELSEA, WYO. 82718
PH. (307) 687-0600

PCA ENGINEERING, INC.

**Legal Description – Temporary Construction Easement
5070-03 Terry Gladson and Bonnie Gladson
October 4, 2013**

A temporary construction easement located in the E1/2NW1/4 of Section 29, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 475 of Photos, Page 452 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 a 1987 BLM brass cap;

Thence S38°44'20"E, 1008.97 feet to a point the southwest right of way of Cedar Hills Drive, also being the northeast corner of a parcel described in Book 2765 of Photos, Page 99 and being the point of beginning;

Thence continuing along said southwest right of way, being the northerly limit of a 100 foot wide temporary construction easement, parallel with said right of way, S81°45'12"E, 158.01 feet to a curve concave to the southwest;

Thence continuing along said southwest right of way and said 100 foot temporary construction easement, through said curve with a delta angle of 60°53'55", a radius length of 271.49 feet, an arc length of 288.56 feet, a chord bearing of S51°18'14"E and a chord length of 275.17 feet to a curve concave to the southwest;

Thence continuing along said southwest right of way and said 100 foot temporary construction easement, through said curve with a delta angle of 17°07'20", a radius length of 1036.01 feet, an arc length of 309.60 feet, a chord bearing of S12°17'37"E and a chord length of 308.45 feet to a point;

Thence continuing along said southwest right of way and said 100 foot temporary construction easement, S03°43'57"E, 210.94 feet to the point of termination of said temporary construction easement, from which the center quarter corner of aforementioned Section 29 lies S09°53'55"E, 1260.77 feet, monumented with a 1982 brass cap stamped LS 584.

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

Said temporary construction easement contains 67215 square feet more or less.

The area computed does not include the 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).

DOCUMENT #3

TEMPORARY CONSTRUCTION EASEMENT

Terry L. Gladson and Bonnie J. Gladson

5071-04

Terry L. Gladson and Bonnie J. Gladson of P.O. Box 102, 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 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" and "A-1, A-2, A-3, A-4" 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.

DATED THIS 14th day of October, 2013.

GRANTOR(S):

Terry L. Gladson
Terry L. Gladson

Bonnie J. Gladson
Bonnie J. Gladson

STATE OF WYOMING)
) ss.
County of Campbell)



The above and foregoing instrument was acknowledged before me by Terry L. Gladson on October 14, 2013.

Witness my hand and official seal.

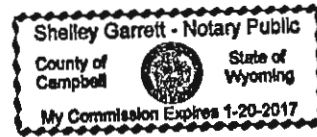
My Commission Expires:
1-20-2017

Shelby Garrett
Notary Public

STATE OF WYOMING

County of Campbell

)
) ss.
)



The above and foregoing instrument was acknowledged before me by Bonnie J. Gladson on
October 14, 2013.

Witness my hand and official seal.

My Commission Expires:
1-20-2017

Shelley Garrett
Notary Public

**Legal Description – Temporary Construction Easement
5071-04 Terry L. and Bonnie J. Gladson, August 1, 2013**

A temporary construction easement located in a portion of the N1/2 of Section 26 and the N1/2 of Section 25, T50N, R71W and the N1/2 of Section 30 and the NW1/4 of Section 29, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 475 of Photos, Pages 452-454 of the Campbell County Clerks records, the southerly limits being more particularly described as follows:

Commencing at the northwest corner of said Section 26, being monumented by a 1925 GLO brass cap;

Thence along the west line of said Section 26, S01°18'23"E, 2287.76 feet to the north right of way of Wyoming State Highway 51, monumented by a WYDOT brass cap in concrete and being the point of beginning;

Thence along said north right of way, beginning a 55 foot wide temporary easement, parallel with said right of way, N86°38'37"E, 2680.34 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 55 foot wide temporary easement, N86°38'34"E, 2455.39 feet to a non-tangent curve concave to the north, monumented by a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 55 foot wide temporary easement, through said curve with a delta angle of 06°56'29", a radius length of 5653.12 feet, an arc length of 684.87 feet, a chord bearing of N83°10'09"E and a chord length of 684.45 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 55 foot wide temporary easement, N79°41'54"E, 1258.66 feet to a non-tangent curve concave to the south;

Thence continuing along said north right of way and said 55 foot wide temporary easement, through said curve with a delta angle of 05°49'50", a radius length of 5803.08 feet, an arc length of 590.55 feet, a chord bearing of N82°36'12"E and a chord length of 590.29 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 55 foot wide temporary easement, N85°30'29"E, 1009.21 feet to the end of said 55 foot wide temporary easement, monumented by a WYDOT brass cap in concrete;

Thence continuing along said north right of way, N04°35'13"W, 24.98 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way, beginning a 30 foot wide temporary easement, parallel with said right of way, N85°30'09"E, 2826.81 feet to the termination of said 30 foot wide temporary easement, being the southwest corner of a parcel as recorded in Book 1901 Photos, Page 555;

Thence continuing along said north right of way, along the south boundary of said parcel, no temporary easement present, N85°30'09"E, 292.23 feet to a non-tangent curve concave to the north, monumented by a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said south boundary of said parcel, no temporary easement present, through said curve with a delta angle of 07°56'49", a radius length of 11356.21 feet, an arc length of 1575.09 feet, a chord bearing of N81°31'15"E and a chord length of 1573.82 feet to the southeast corner of said parcel;

Thence continuing along said north right of way, recommencing aforementioned 30 foot wide temporary easement, parallel with said right of way, continuing through said curve with a delta angle of $01^{\circ}06'36''$, a radius length of 11356.21 feet, an arc length of 220.01 feet, a chord bearing of $N76^{\circ}59'33''E$ and a chord length of 220.01 feet to the termination of said 30 foot wide temporary easement, being the southwest corner of a parcel as recorded in Book 2501 Photos, Page 178, monumented by an aluminum cap stamped LS 8404;

Thence continuing along said north right of way, along south boundary of said parcel, no temporary easement present, continuing through said curve with a delta angle of $00^{\circ}43'31''$, a radius length of 11356.21 feet, an arc length of 143.74 feet, a chord bearing of $N76^{\circ}04'29''E$ and a chord length of 143.74 feet to the southeast corner of said parcel, monumented by an aluminum cap stamped LS 8404;

Thence continuing along said north right of way, recommencing aforementioned 30 foot wide temporary easement, parallel with said right of way, continuing through said curve with a delta angle of $03^{\circ}29'04''$, a radius length of 11356.21 feet, an arc length of 690.62 feet, a chord bearing of $N73^{\circ}58'12''E$ and a chord length of 690.52 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 30 foot wide temporary easement, $N72^{\circ}14'15''E$, 1198.00 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 30 foot wide temporary easement, $N72^{\circ}15'06''E$, 141.37 feet to a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 30 foot wide temporary easement, $N72^{\circ}15'12''E$, 88.27 feet to a non-tangent curve concave to the south, monumented by a WYDOT brass cap in concrete;

Thence continuing along said north right of way and said 30 foot wide temporary easement, through said curve with a delta angle of $03^{\circ}09'24''$, a radius length of 3918.71 feet, an arc length of 215.89 feet, a chord bearing of $N73^{\circ}49'44''E$ and a chord length of 215.86 feet to a point reported as being on the east line of aforementioned Section 30, monumented by a WYDOT brass cap in concrete, from which the northeast corner of said Section 30 lies $N03^{\circ}00'07''E$, 433.94 feet, monumented by a 1965 brass cap stamped LS 366;

Thence continuing along said north right of way and said 30 foot wide temporary easement, continuing through said curve with a delta angle of $16^{\circ}31'31''$, a radius length of 3918.71 feet, an arc length of 1130.24 feet, a chord bearing of $N83^{\circ}40'12''E$ and a chord length of 1126.32 feet to a WYDOT brass cap in concrete and being the point of termination of said temporary easement, from which the northeast corner of aforementioned Section 29 lies $N83^{\circ}40'46''E$, 4248.74 feet, monumented by a 1965 brass cap stamped LS 366.

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

Said temporary easement contains 672975 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-1"- "A-4" is Wyoming State Plane Grid, NAD83, East Zone (4901).

EXHIBIT A

EXHIBIT "A-1"

A TEMPORARY EASEMENT LOCATED IN PORTION OF THE N1/2 SECTION 26 AND PORTION OF THE N1/2 SECTION 25 OF T50N, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NW1/4 SECTION 29 OF T50N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

CH = N 83°10'00" E

MATCHLINE
PAGE 2

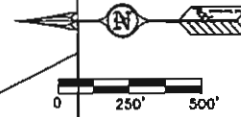
SECTION 25 T50N R71W

SECTION 26 T50N R71W

LEGEND

- SECTION LINE
- PERMANENT EASEMENT
- CONSTRUCTION EASEMENT
- ✕ FOUND SECTION CORNER
1923 OLD BRASS CAP
- FOUND QUARTER CORNER
1823 OLD BRASS CAP
- FOUND RIGHT OF WAY MONUMENT
WYODOT BRASS CAP IN CONCRETE

NORTH RIGHT OF WAY



DATE: 06/01/13
PROJECT NUMBER: 103405.00
GRANTOR: TERRY L AND BONNIE J GLADSON

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

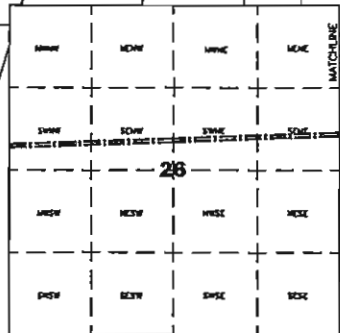
N 86°38'34" E
2455.39 FT

PORTION OF THE N1/2 SECTION 26 AND PORTION OF THE N1/2 SECTION 25 OF T50N, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NW1/4 SECTION 29 OF T50N, R70W TERRY L AND BONNIE J GLADSON
BOOK 473 OF PHOTOS, PAGE 452-434

872975 SF TEMPORARY CONSTRUCTION EASEMENT (OVERALL)

55.0' TEMPORARY CONSTRUCTION EASEMENT

N 86°38'37" E
2680.34 FT



VICINITY MAP

WYOMING STATE HIGHWAY 83

23 26
22 27

S 01°18'23" E 2287.76 FT (TIC)

N 01°18'23" W 2647.37 FT
(SECTION COR TO QUARTER COR)

P.D.B.

EXHIBIT "A-2"

A TEMPORARY EASEMENT LOCATED IN PORTION OF THE N1/2 SECTION 28 AND PORTION OF THE N1/2 SECTION 25 OF T50N, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NW1/4 SECTION 29 OF T50N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

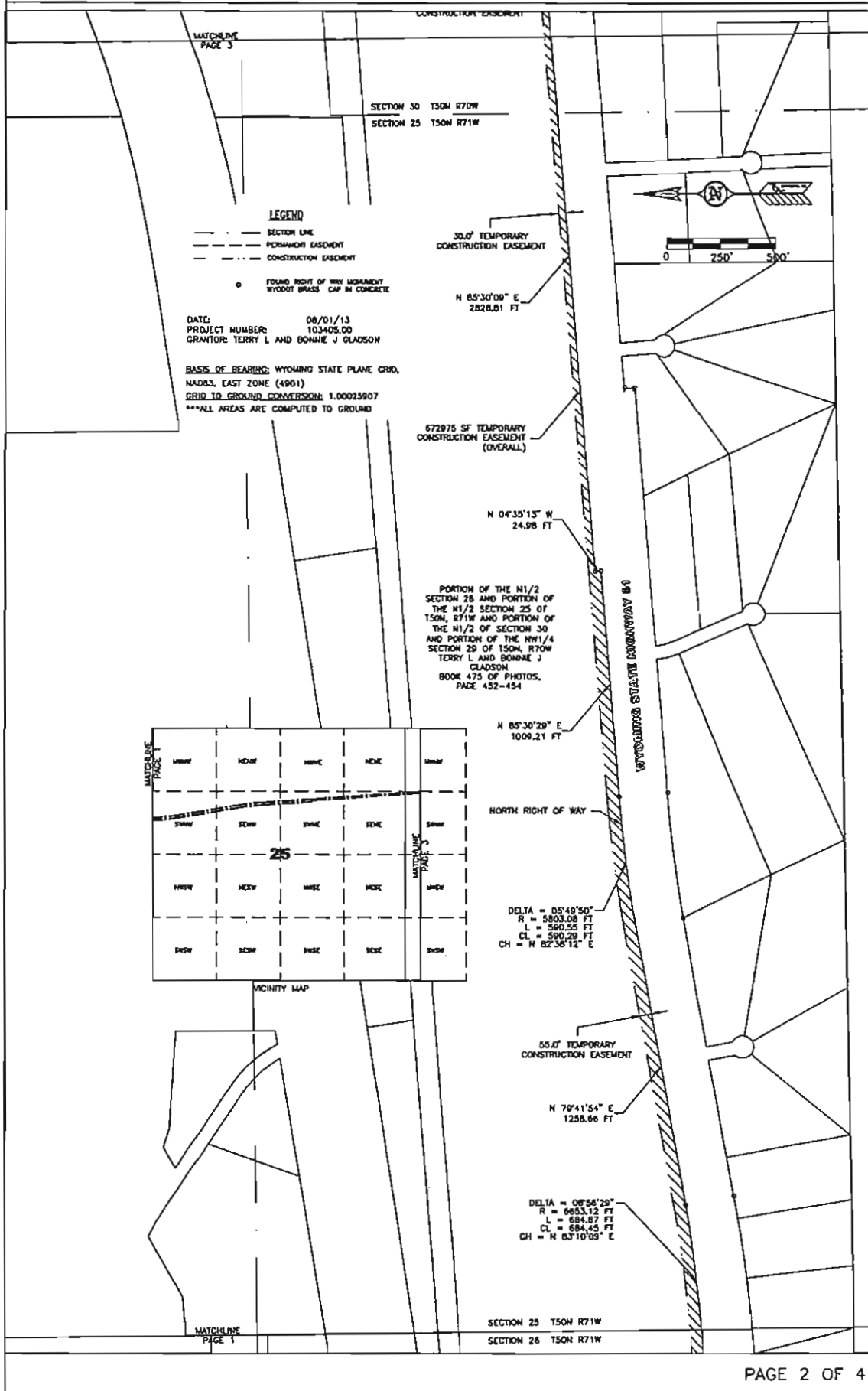


EXHIBIT "A-3"

A TEMPORARY EASEMENT LOCATED IN PORTION OF THE N1/2 SECTION 26 AND PORTION OF THE N1/2 SECTION 25 OF T30N, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NW1/4 SECTION 29 OF T30N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

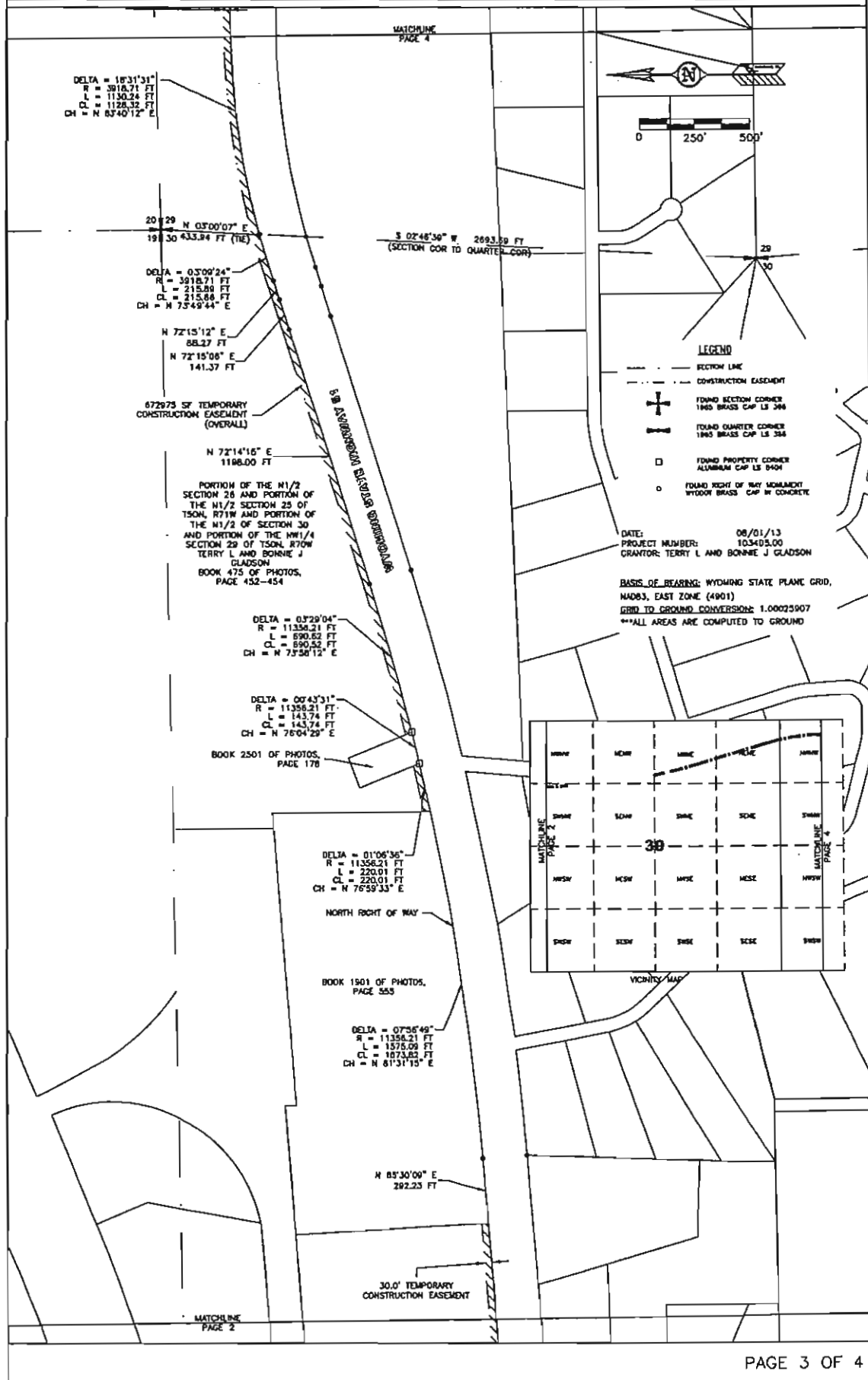
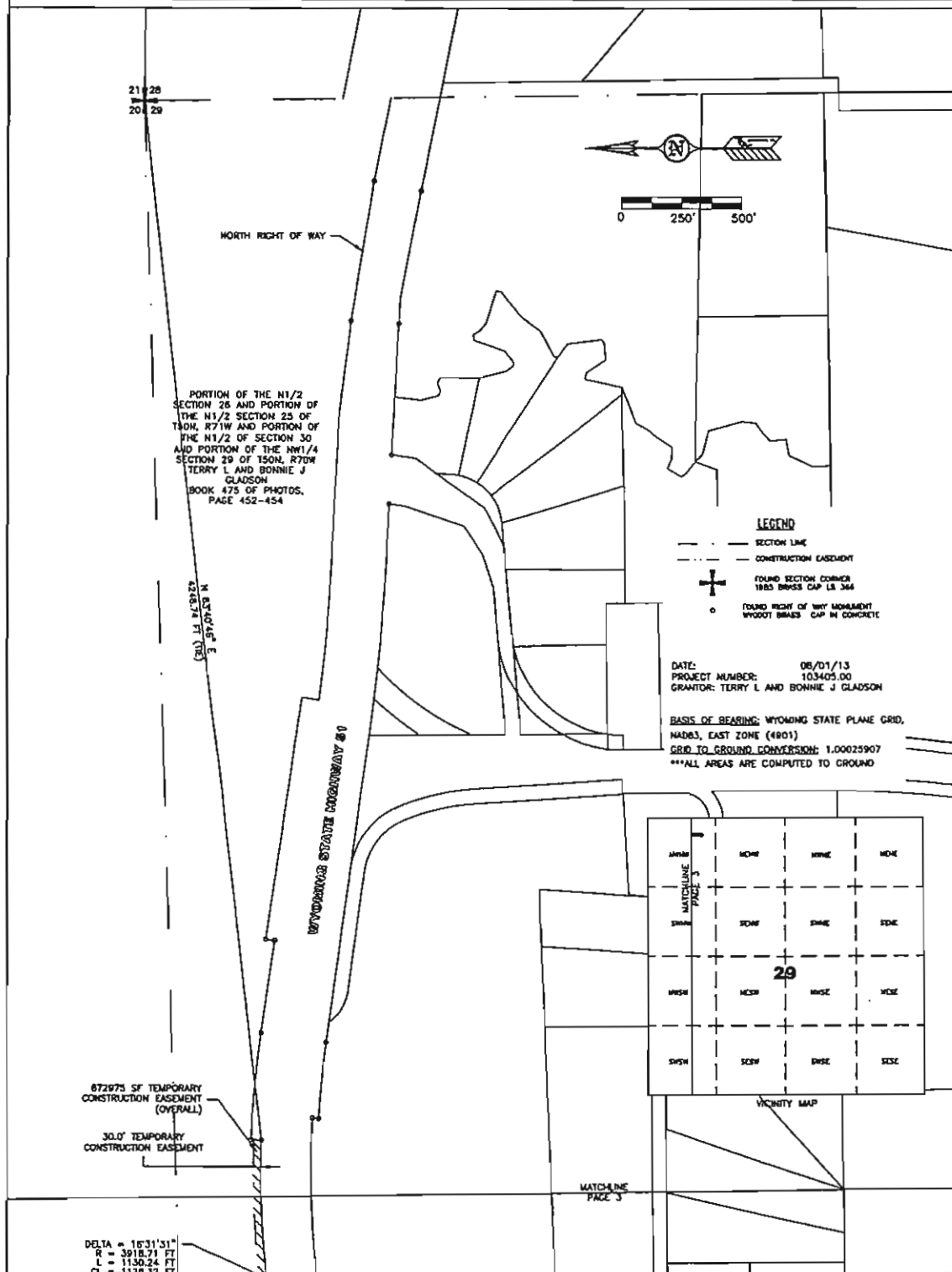


EXHIBIT "A-4"

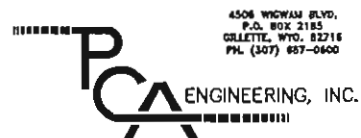
A TEMPORARY EASEMENT LOCATED IN PORTION OF THE N1/2 SECTION 28 AND PORTION OF THE N1/2 SECTION 25 OF T80N, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NW1/4 SECTION 29 OF T50N, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING



PAGE 4 OF 4

SURVEYOR'S CERTIFICATE

I, DAVID L. VUICH, 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.



DOCUMENT #4

PERMANENT DEEP GROUND ANODE BED EASEMENT
Terry L. Gladson and Bonnie J. Gladson
5070-03

Terry L. Gladson and Bonnie J. Gladson of P.O. Box 102, Gillette, WY 82717-0102, hereinafter GRANTORS, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby Grant, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, its contractors, agents and assigns hereinafter GRANTEE, a Permanent Deep Ground Anode Bed Easement in and to the following described tract of land:

LEGAL DESCRIPTION

A permanent deep ground anode bed easement located in a portion of the N1/2 of Section 30, T50N, R70W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 475 of Photos, Page 452 of the Campbell County Clerks records, lying 20 feet northerly and parallel with the following described line:

Commencing at the northeast corner of said Section 30, being monumented by a 1965 brass cap stamped LS 366;

Thence S49°02'19"W, 1521.84 feet to a point being on the south right of way of Wyoming State Highway 51 and being the point of beginning;

Thence along the southerly limits of said permanent easement, S15°39'46"E, 112.22 feet to an angle point;

Thence continuing along said southerly limits, S54°59'17"E, 765.20 feet to an existing fence and being the point of termination, from which the east quarter corner of aforementioned Section 30 lies S17°31'05"E, 1201.52 feet, monumented by 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 17670 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).

This easement is further shown and described by the drawing attached as Exhibit "A" and incorporated herein by reference.

The easement is made subject to any rights-of-way and or easements, reservations and encumbrances of record. The GRANTORS however agree and covenant for themselves, their agents , representatives, and successors in interest in the burdened property, that they will not install or grant an easement for any underground utility or underground metal structure within 200 feet of an operating anode bed within this easement.

In the event a subdivision plat which covers this deep ground anode bed or the easement to access to it is filed with an appropriate governmental entity, the City agrees it will relocate this easement to a location designated by the Grantors provided such new location for the deep ground anode bed and its access is 1.) equally effective for the purpose of access to the deep ground anode bed and 2.) conveyed to the City at no cost to the City by the landowner and/or developer.

This easement shall terminate upon any abandonment of use of the property for an anode bed and shall revert upon abandonment to the GRANTORS or their successors in interest.

This easement is granted unto the GRANTEE to have to hold permanently for installation and use of deep ground anode bed[s] and all operational and supporting fixtures and equipment including but not limited to access to locate, drill construct, maintain, upgrade, re-locate, re-drill, re-construct, operate at any time and from time to time said deep ground anode bed[s] and said operational and supporting fixtures and equipment.

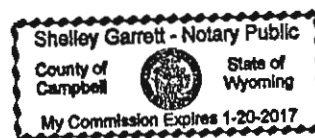
Together with this easement the GRANTORS grant such temporary use of the surface surrounding this Deep Ground Anode Bed Easement as may be necessary from time to time to construct, maintain, repair, re-construct or re-drill or re-install the bed. The parties contemplate this area of temporary use will be sufficient to operate a drilling rig if need be and to do other reasonable and necessary construction, repair and/or maintenance activities.

At the conclusion of initial construction or any construction, re-construction or maintenance activities within the easement, GRANTEE shall, as soon as possible, restore the land surface within the easement and any adjacent surface and any improvements, including fencing, (temporary fencing shall be provided during any activity at GRANTOR'S request) to a condition substantially equal to the condition of the disturbed or damaged area[s] before the activities in the easement.

At the GRANTEE's access point to the easement it is agreed that GRANTEES will install a locking metal gate at the general location shown on exhibit "C" and GRANTEE will provide GRANTORS with a key of any lock used on the gate.

This easement is non-exclusive and the GRANTOR specifically reserves and retains the right to make any use of the surface of the easement which does not

damage or interfere with or damage GRANTEE's deep ground anode bed, its associated equipment or access.



GRANTOR(S):

Terry L. Gladson
Terry L. Gladson

Bonnie J. Gladson
Bonnie J. Gladson

STATE OF Wyoming)
County of Campbell) ss.

The above and foregoing instrument was acknowledged before me by Terry L. Gladson this 14th day of October, 2013.

My Commission Expires:
1-20-2017

Shelley Garrett
Notary Public

STATE OF Wyoming)
County of Campbell) ss.



The above and foregoing instrument was acknowledged before me by Bonnie J. Gladson this 14th day of October, 2013.

My Commission Expires:
1-20-2017

Shelley Garrett
Notary Public

GRANTEE:

Tom Murphy
Tom Murphy, Mayor,
City of Gillette Wyoming

10-14-13
Date

[Signature]

(SEAL)
ATTEST:

Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Tom
Murphy, Mayor, City of Gillette and Karlene Abelseth, City Clerk, City of Gillette
on _____, 2013.

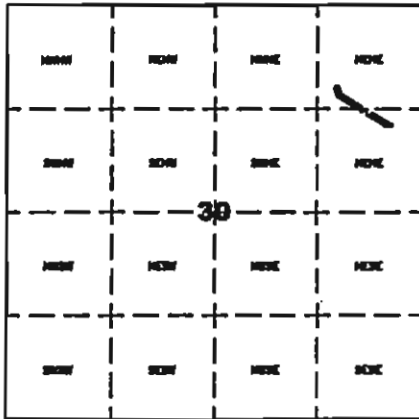
Witness my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

A PERMANENT DEEP GROUND ANODE BED EASEMENT LOCATED IN A
PORTION OF THE N1/2 OF SECTION 30, T50N, R70W OF THE 6TH P.M.
CAMPBELL COUNTY, WYOMING



VICINITY MAP

- LEGEND**
- SECTION LINE
 - - - QUARTER SECTION LINE
 - PERMANENT EASEMENT
 - - - CONSTRUCTION EASEMENT
 - X-X- EXISTING FENCE



FOUND SECTION CORNER
1945 BRASS CAP LS 308



FOUND QUARTER CORNER
1945 BRASS CAP LS 308



FOUND HIGHWAY MONUMENT
WOOD BRASS CAP

DATE: 09/10/13
PROJECT NUMBER: 133808.00
GRANTOR: TERRY L AND BONNIE J GLADSON

BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4801)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND

