	e, Gillette, WY 82	2716 Page		Check Number:	00201588
Invoice Date	Invoice Number		Description	ln	voice Amount
10/07/2013 507	70-03 GLADSON	PERMANTENT & TEMPORARY E Voucher - Comment: PERMANENT WATERLINE CONSTRUCTION EASEMENT - \$7,25 EASEMENT - \$7,725.00 DEEP GROU \$3,180.60 RECORDING FEES - \$250.	· 2945 · EASEMENT - \$3,932.00 TEM 7.00 TEMPORARY CONSTR ND ANODE BED EASEMENT	UCTION	\$22,344.60
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Vendor No.		Vendor Name	Check No.	Check Date Che	ck Amount

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A BLUE BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, BY FIBERS AND A WATERMARK ON THE REVERSE SIDE



GENERAL FUND THIS WARRANT IS PAYABLE THROUGH FIRST INTERSTATE BANK GILLETTE, WYOMING 82716 99-84/1023

 Vendor
 Check Number
 Check Number

 1250
 10/22/2013
 00201588

 VOID 180 DAYS FROM DATE OF ISSUE

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

\$22,344.60

Pay Twenty Two Thousand Three Hundred Forty Four Dollars and 60 cents ******

To The Order Of FIRST AMERICAN TITLE PO BOX 9 GILLETTE, WY 827170009 00201588

Authorized Signature

Authorized Signature

Authorized Signature



CITY OF GILLETTE

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

Finance OEN 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.
- 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

Sy - J.J. MW at their sauch Headquarters adjacent to the project

Ţ

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 <u>no</u> 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 Oumbrill Land Consultant

RDD/sdg

Enclosure

AGREED TO BY:

Terry L. Gladsor

Dannia I Cladian

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. ='s \$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.

Utility Project Manager

Yours Very Truly,	AGREED TO:
R. Douglas Dumbrill	
R. Douglas Dumbrill Land Consultant	Terry L. Gladson
RDD/sdg	Bonnie J. Gladson
Enclosure: Drawings	Data
cc: Mike Cole	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".

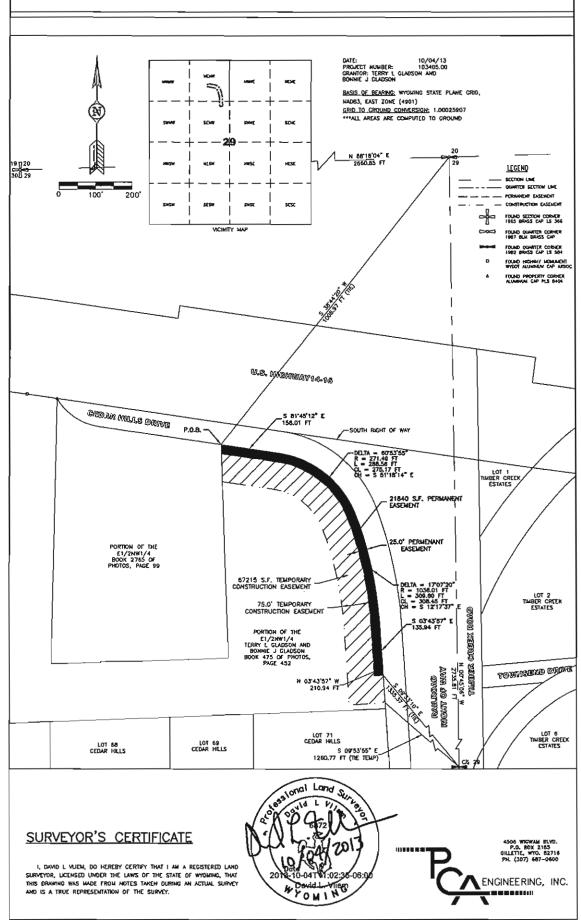
Said easement is subject to any right-of-way and or easements, reservations and encumbrances of record or implied.

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): Jewy S. Sladson Terry L. Gladson	Bonnie J. Gladson Bonnie J. Gladson
STATE OF <u>Wyoning</u>) ss. County of <u>Campbell</u>)	Shelley Garrett - Notary Public County of State of Wyoming My Commission Expires 1-20-2017
The above and foregoing instrument Gladson this 14 day of day of My Commission Expires:	t was acknowledged before me by Terry L, 2013.
STATE OF Wyomins) ss. County of Campbell)	Shelley Garrett - Notary Public County of Campbell My Commission Expires 1-20-2017
The above and foregoing instrument Gladson this $/4$ day of 0	was acknowledged before me by Bonnie J, 2013.
My Commission Expires:	Molley Sarett

EXHIBIT **A** AN EASCHENT LOCATED IN A PORTION OF THE E1/ZNW/4 OF SECTION 29, TOO, RYOW OF THE STIP P.M. CAMPBELL COUNTY, WYOMING



DOCUMENT #2

TEMPORARY CONSTRUCTION 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(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):

Jewel & Minacolor

Terry L. Gladson

STATE OF WYOMING

) Shelley Garrett - Notary Public County of Campbell

) SS.

County of Campbell

) Wyoming

My Commission Expires 1-20-2017

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

Witness my hand and official seal.

DATED THIS / Hay of October , 2013.

My Commission Expires:

1/20/2017

Notary Public

STATE OF WYOMING)
County of Campbell) ss.)
The above and foregoing instr	rument was acknowledged before me by Bonnie J. Gladson on
Witness my hand and official	seal.
My Commission Expires:	Notary Public

EXHIBIT *A PP AN EASEMENT LOCATED BY A PORTION OF THE E1/2NW/4 OF SECTION 29, TSOR, RYOW OF THE 6TH P.M. CAMPBELL COUNTY, NYOWING DATE: 10/04/13 PROJECT MUMBER: 103405.00 GRANTOR: TERRY L CLADSON AND BONNIE J CLADSON BASIS OF BEARING: WYOMING STATE PLANE GRID, NADOS, EAST ZONE (4901) GRID TO GROUND CONVERSION: 1.00025907 ***ALL AREAS ARE COMPUTED TO CROUND 19 020 50 29 HESC LEGEND - PERMANENT EASEMENT FOUND HIGHERT MONEMENT WHOST AUGUSTAL FOUND PROPERTY COOLER U.S. 1763HWAY14-14 giding katar duka S 81'45'12" E 158.01 FT -SOUTH RIGHT OF WAY -DELTA = 60°53°55° R = 271.48 FT L = 288.56 FT CL = 275.17 FT CH = S 51°18°14° E LOT 1 WBER CREEK ESTATES / 21840 S.F. PERMANENT EASEMENT PORTION OF THE E1/24W1/4 BOOK 2765 OF PHOTOS, PAGE 99 67215 S.F. TEMPORARY CONSTRUCTION EASEMENT LOT 2 TIMBÉR CREEK ESTATES 75.0' TEMPORARY CONSTRUCTION EASEMENT ROAD \$ 03743'57" E 135.94 FT PORTION OF THE E1/2NN1/4 TERRY L GLADSON AND BONNE J GLADSON BOOK 475 OF PHOTOS, PAGE 452 EXAMERSOAD RECEIVE OF THAT OF TOWN WEND DRIVE H 05'43'57" W 210.94 FT LOT 6 TIMBÉR CREÉK ESTATES LOT 71 CEDAR HILLS LOT 69 CEDAR HILLS LOT 58 CEDAR HILLS \$ 09753'65" E 1260.77 FT (TIE TEMP) assional Land Survey SURVEYOR'S CERTIFICATE (1730000 I, DAMO I. VUEM, DO HEREBY CERTIFY THAT I AM A RECISTERED LAND SURVEYOR, LICENSED UNDORT THE LIMS OF THE STATE OF WYOMING, THAT THIS ORAMINO WAS MADE FROM NOTES TAKEN DURING AM ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY. ENGINEERING, INC. W PONION MINES

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 551°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	Donnie Judison Bonnie Sheller Sarrelf - Notary Public
STATE OF WYOMING)) ss.	County of State of Wyoming My Commission Expires 1-20-2017
County of Campbell)	
The above and foregoing instrument was	s acknowledged before me by Terry L. Gladson on
Witness my hand and official seal.	Sheller Starrett
My Commission Expires:	Notary Public

STATE OF WYOMING County of Campbell)) ss.)	Shelley Garrett - Notary Public County of Campbell My Commission Expires 1-20-2017	
The above and foregoing instrument was acknowledged before me by Bonnie J. Gladson on			
Witness my hand and officia	l seal.	Shelley Harrick	
My Commission Expires:		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, NO4°35′13″W, 24.98 feet 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 the southeast corner of said parcel;

temporary easement, parallel with said right of way, continuing through said curve with a delta angle of 01°06′36″, a radius length of 11356.21 feet, an arc length of 220.01 feet, a chord bearing of N76°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°43′31″, a radius length of 11356.21 feet, an arc length of 143.74 feet, a chord bearing of N76°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°29'04", a radius length of 11356.21 feet, an arc length of 690.62 feet, a chord bearing of N73°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°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°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°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°09′24″, a radius length of 3918.71 feet, an arc length of 215.89 feet, a chord bearing of N73°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°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°31′31″, a radius length of 3918.71 feet, an arc length of 1130.24 feet, a chord bearing of N83°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°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-1" A TEMPORARY EASING! LOCATED IN PORTION OF THE N1/2 SECTION 28 AND PORTION OF THE N1/2 SECTION 28 OF TSON, 871'W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NN1/4 SECTION 29 OF TSON, RYOW OF THE 8TH P.M. CAMPBELL COUNTY, WYOMING CH = R 831009 E SECTION 25 TSON R71W PAGE 2 SECTION 28 TSON R71W ㈜≻ Tirello LECEND SECTION LINE — POINMENT EASEMENT ORTHUGTOR EASEMENT FOUND SECTION CORNER 1928 OLD BRASS CAP 250' NORTH RIGHT OF WAY FOUND OUNTER CORNER FOUND MICHT OF WAY MONUMENT DATE: 08/01/13 PROJECT MANBER: 103405.00 GRANTOR TERRY L AND BONNIE J GLADSON BASIS OF BEARING: WYOMING STATE PLANE GRID. HADES, EAST ZONE (4901) GRID TO GROUND CONVERSION: 1.00025907 ***ALL AREAS ARE COMPUTED TO GROUND H 88"38"34" E 2455,39 FT PORTION OF THE N1/2 SECTION 26 AND PORTION OF THE N1/2 SECTION 25 OF TSON, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE NN1/4 SECTION 20 OF TSON, R70W TERRY LAND BONNIE J CLADSON BOOK 475 OF PHOTOS, PAGE 452-434 MATCHIPPE PAGE 2 672975 SF TEMPORARY CONSTRUCTION EASEVENT (OVERALL) Seed. 2004. 2004. 2004. **- 2**6 VICINITY MAP STOREGIES STATE KREAKER 2 01.38,57. € 2287,78 FT (NE) 22 25 22 27 H 01"18"23" W 2847.37 FT (SECTION COR TO QUARTER COR) PAGE 1 OF 4

EXHIBIT *A-2* A TEMPORARY ESSAURI LOCATED IN PORTION OF THE N1/2 SECTION 28 AND PORTION OF THE N1/2 SECTION 28 OF TSON, R71W AND PORTION OF THE N1/2 OF SECTION 25 OAND PORTION OF THE NW1/4 SECTION 29 OF TSON, R70W OF THE 6TH P.M. CAMPBELL COURTY, WYOMING PAGE 3 SECTION 30 TSON R70W SECTION 25 TSON R71W (N) LEGEND — SECTION LINE — POSSIMULTION EASONDIT — CONSTRUCTION EASONDIT 30.0° TEMPORARY CONSTRUCTION EASEMENT FOUND RIGHT OF WAY INDIVIDUAL WYODOT BRASS CAP IN CONCRETE N 85'30'09" E 2828.61 FT DATE: 08/01/13 PROJECT NUMBER: 103405.00 GRANTOR: TERRY L AND BONNIE J GLADSON BASIS OF BEARING: WYOMING STATE PLANE GRID, HADBS EAST ZONE (4901) GRID TO GROUND CONVERSION: 1.00025907 ***ALL AREAS ARE COMPUTED TO GROUND 672975 SF TEMPORARY CONSTRUCTION EASEMENT (OVERALL) N 04'35'13" W_ 24.98 FT PORTION OF THE NI/2 SECTION 28 AND PORTION OF THE NI/2 SECTION 25 OF TISON, R71W AND PORTION OF THE NI/2 OF SECTION 30 AND PORTION OF THE NNI/4 SECTION 29 OF 150M, R70W TORKY LAND BONME J CULADSON BOOK 475 OF PHOTIOS, PAGE 452-454 KOOKHAAA STATE ! Wardeling B И 85°30'29" E 1009,21 FT HORTH RICHT OF WAY g)ee ED4E DELTA = 05'49'50' R = 5803.08 FT L = 590.55 FT CL = 590.29 FT CH = N 62'36'12' E VICINITY HAP 55.0' TEMPORARY CONSTRUCTION EASEMENT N 79'41'54" E 1258.66 FT SECTION 25 TOON R71W PAGE 1 SECTION 26 TSON R71W PAGE 2 OF 4

EXHIBIT *A-3* A TEMPORARY EASTMENT LOCATED IN PORTION OF THE M1/2 SECTION 25 AND PORTION OF THE M1/2 SECTION 25 OF TSON, R71W AND PORTION OF THE M1/2 OF SECTION 30 AND PORTION OF THE M1/4 SECTION 25 OF TSON, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOURH PAGE 4 (N) 250 20 29 N 05'00'07" E \$ 02'46'30" W 2693.59 FT LECEND N 72"15"06" E - ECCHON LINE SANDARIOS STRITS WASHING + FOUND SCETION CORNER 1965 BRASS CAP LE 396 672975 ST TEMPORARY CONSTRUCTION EASEMENT (OVERALL) TOUND QUARTER CORNER N 72"14"15" E 1198-00 FT FOUND PROPERTY CORNER ALUMBAN CAP LE 8404 PORTION OF THE M1/2 SECTION 26 AND PORTION OF THE M1/2 SECTION 25 OF TSON, R71W AND PORTION OF THE M1/2 OF SECTION 30 AND PORTION OF THE M1/2 A SECTION 32 OF TSON, R70W TERRY L AND BOINNE J BOOK 775 OF THOTOS, PAGE 452-454 FOUND RIGHT OF THIS MOMENTOS DATE: 08/01/13 - PROJECT MUMBER: 103-03.00 - CRAYTOR: TERRY L AND BONNE J GLADSON BASIS OF BEARING: WYDWING STATE PLANE GRID, HADBS, EAST ZONE (4901) GRID TO CROWNO CONVERSION: 1.00025907 DELTA - COT43'31" R = 11356.21 FT. L = 143.74 FT. CL = 143.74 FT. CH = N 75'04'20" E. BOOK 2501 OF PHOTOS, PAGE 178 PAGE 4 DELJA = 01'06'36' R = 11356.21 FT L = 220.01 FT CL = 220.01 FT CR = N 76'59'33' E NORTH RICHT OF WAY KK 344 BOOK 1901 OF PHOTOS. PAGE 555 DELTA = 0756'49" R = 11356.21 FT L = 1575.09 FT CL = 1073.82 FT CH = N 81'31'15" E # 85'30'09" E 292.23 FT PAGE 2 PAGE 3 OF 4 B/1/2013 2:27

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EXHIBIT "A-4" A TEMPORARY EXECUTED IN PORTION OF THE N1/2 SECTION 28 AND PORTION OF THE N1/2 SECTION 25 OF TSOM, R71W AND PORTION OF THE N1/2 OF SECTION 30 AND PORTION OF THE N1/4 SECTION 29 OF TSOM, R70W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMANG **(N)** Tires 250 500' MORTH RIGHT OF WAY PORTION OF THE N1/2 SCTION 25 AND PORTION OF THE N1/2 SCTION 25 OF THEN N1/2 SCTION 25 OF THEN N1/2 OF SCTION 30 AND PORTION OF THE N1/2 OF TSOON, RTOW TERM 1, AND BONNIE J GUASON BOOK 473 OF PMG4 452-454 LECEND RICTOR UME FOUND SECTION COMMON 1983 BRISS CAP (3:344 FOUND PRICHE OF WAY MOMEMBET WYOODT BRAKES CAP IN CONCRETE DATE: 08/01/13 PROJECT MUMBER: 103405.00 GRANTOR: TERRY L AND BONNIE J GLADSON BASIS OF BEARING: WYOMING STATE PLANE GRID, HADBS, EAST ZONE (4901) GRE TO GROUND CONVERSION: 1.00025907 ***ALL AREAS ARE COMPUTED TO GROUND Universities State M(A) 3230 ACHILL INC PAGE 3 DELTA = 1531'31" R = 3918,71 FT L = 1130,24 FT PAGE 4 OF 4 Store Land Strate SURVEYOR'S CERTIFICATE 4506 WIGWAN BLYD, P.O. BOX 2185 GRLETTE, WTO. 82716 PH. (307) 657-0600 I, DAMO L VILEN, DO HERCEY CERTIFY THAT I AM A RECISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMBO, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY. 2013-88-01T14:41:46-06:90 ENGINEERING, INC. MONOT VIEW

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.

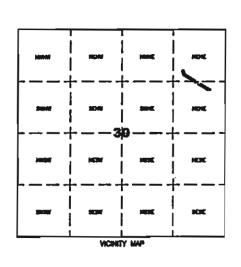


GRANTOR(S): Lunf d. Madson Terry L. Gladson	Bonnie J. Gladson Bonnie J. Gladson
STATE OF Wyoning) ss. County of Crupbell)	
The above and foregoing instrument Gladson this 14th day of October	t was acknowledged before me by Terry L. , 2013.
My Commission Expires:	Notary Public
STATE OF Wyoming) County of Campbell)	Shelley Garrett - Notary Public County of State of Wyoming My Commission Expires 1-20-2017
The above and foregoing instrument Gladson this 14th day of	was acknowledged before me by Bonnie J. _, 2013.
My Commission Expires:	Thelley Jan AA Notary Public
GRANTEE:	$\alpha \alpha \alpha$
Tom Murphy, Mayor, City of Gillette Wyoming	<u>10-14-13</u> Date
(SEAL) ATTEST:	

Karlene Abelseth, City Clerk		
STATE OF WYOMING)	
County of Campbell) ss.)	
Murphy, Mayor, City of Gille	g instrument was acknowledged before me to e and Karlene Abelseth, City Clerk, City of 013.	•
Witness my hand and o	cial seal.	
My Commission Expires	Notary Public	

EXHIBIT "A"

A PERMANENT DEEP GROUND ANONE BED EASEMENT LOCATED IN A PORTION OF THE H1/2 OF SECTION 30, TSON, R70W OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING



LEGEND

SECTION LIMIT

QUARTER SECTION LIMIT

QUARTER SECTION LIMIT

POWNWENT ENGINEET

CONSTRUCTION EXEMPLET

EXCHANGE PRIORIC

FOUND SECTION CONNER

1960 SINGS GP LS JAM

FOUND QUARTER CONNER

1960 SINGS GP LS JAM

FOUND GUARTER CONNER

FOU

DATE: 09/10/13
PROJECT NUMBER: 133608.00
GRANTOR: TERRY L AND BONNIE J GLADSON

BASIS OF BEARING: WYOMING STATE PLANE GRID, NADSS, EAST ZONE (4001)
GRID TO GROUND CONVERSION: 1.00025907

***ALL AREAS ARE COMPUTED TO GROUND



