

[illegible]

Form ABBLC 2713 **KEVIN B. DALE &** www.businessforms.com 877-3149-2000

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



WARRANT

OFFICE OF THE CITY CLERK
CITY OF GILLETTE, WYOMING 82716

GENERAL FUND
THIS WARRANT IS PAYABLE THROUGH
FIRST INTERSTATE BANK
GILLETTE, WYOMING 82716
99-64/1023

Vendor Number	Check Date	Check Number
2713	03/05/2014	00203311

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

\$5,310.00

Pay Five Thousand Three Hundred Ten Dollars and 00 cents *****

00203311

To The
Order Of

KEVIN B. DALE & DONALD D. DALE & COLLEEN B. DALE
1994 LIVING TRUST
4459 ST RT 7
BURGHILL, OH 44404


Authorized Signature

Authorized Signature

MP

Karlene C. Bullock
Authorized Signature

Authorized Signature _____

MP

110020331111 1:102300129: 35335109111



CITY OF GILLETTE

Finance
07EN58

Land Consultant

P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone 307.686.5361
www.gillettewy.gov

January 28, 2014

Kevin & Colleen Dale
Dawn Franklin
c/o Kevin Dale
P.O. Box 204
Hartford, OH 44424

Dear Mr. Dale and family,

Thanks for Kevin's call Monday (January 27). We had a productive discussion. As I understood our talk, Kevin thought a deal could be reached upon the following terms:

- 1.) The City will pay the Landowners the cash sum of \$5,310.00 in damages for the enclosed Temporary Construction Easement and the other considerations listed herein.
- 2.) The City agrees that the term of the Temporary Construction Easement shall be three months from the beginning of construction on this temporary easement, except for reclamation activities which shall be completed, at the latest, during the next available growing season after the close of construction on the temporary easement. "Reclamation" includes, at minimum, re-grading, topsoil saving and replacement, reseeding and erosion control.
- 3.) The City agrees that neither it nor its agents will destroy any trees which are growing on Landowner's property outside of the U.S. Highway 14 right of way. The parties agree that this promise is enforceable by liquidated damages in the amount of \$500.00 each for any tree destroyed in violation of the City's promise.
- 4.) The City will save and respool the serviceable wire and posts of the existing right of way fence and will pile them at a place on Landowner's property designated by the Landowner or lessee within a reasonable distance of the Temporary Construction Easement.
- 5.) During construction on the Temporary Easement the City or its agents will install appropriate and effective temporary fencing enclosing the granted easement to protect livestock and prevent construction activity from expanding out of the easement. The City will remove the temporary fencing at the close of construction. The temporary fencing materials will be delivered to the Landowners as stated in paragraph #4.

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

301-70-72-441-70-47411

- 6.) The City will replace the right of way fencing along U.S. Highway 14 with a new lawful barbed wire fence in conformity with Wyoming Department of transportation standards.
- 7.) If the City is notified in writing within 30 days after you sign the easement reclamation can include re-seeding with an appropriate seed mixture which Landowners or their lessee request in the notice.
- 8.) The Landowners agree to obtain the consent of their lessee, Jim Wood to this agreement and to settle any claim to easement compensation which the lessee may have, and will hold the City harmless for any such claim.

If I have correctly stated the agreement you can all accept please sign below and return this correspondence with the signed easement document to me. I will then present it to the City Council for approval and arrange payment. Please feel free to call immediately if I have anything wrong. You should retain a copy of this correspondence throughout construction (I'd advise that your lessee should have one as well), and if anything doesn't look right call us immediately.

Yours Very Truly,

R. Douglas Dumbrill
Land Consultant
City of Gillette
307-686-5361 work
307-257-3317 cell
307-682-3733 home

CC: Charlie Anderson (City Attorney)
Mike Cole (Project Manager)

AGREED TO BY:

Kevin B. Dale
Kevin B. Dale

Colleen B. Dale
Colleen Byham Dale, a/k/a Colleen B. Dale, co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

Dawn R. Franklin, co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

Jim Wood, Lessee

TEMPORARY CONSTRUCTION EASEMENT

5167-05 & 05A

Kevin B. Dale individually and Colleen Byham Dale, Co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994, of P.O. Box 204, Hartford, OH 44424, 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. The term of this easement shall be three months from the first construction on the easement property, except for reclamation activities which shall be completed (grading, top soil saving and replacement, erosion control, and reseeded), at the latest, during the next available growing season after the close of construction on this easement.

The City will pay Kevin B. Dale and the Donald D. Dale and Colleen B. Dale 1994 Living Trust the cash sum of \$5310.00 in damages for this Temporary Construction Easement and the other consideration listed herein.

The City agrees that it will not destroy any trees which are growing on GRANTORS' property outside of the U.S. Highway 14 right of way. The parties agree that this promise is enforceable by liquidated damages in the amount of \$500.00 for each tree destroyed in violation of the City's promise.

The City will save and respool the serviceable wire and posts of the existing right of way fence and will pile them at a place on GRANTORS' property designated by Grantor or Grantors' lessee within a reasonable distance of the Temporary Construction Easement.

During construction on the Temporary Easement the City or its agents will erect appropriate and effective temporary fencing enclosing the granted easement to protect livestock and prevent construction activity from extending out of the easement. The City will remove the temporary fencing at the close of construction. The temporary fencing materials will be delivered to the Landowners as stated in the preceding paragraph.

The City will replace the right of way fencing along U.S. Highway 14 with a new lawful barbed wire fence in conformity with Wyoming Department of transportation standards.

If the City is notified in writing within 30 days after the execution of this easement, reclamation can include re-seeding with an appropriate seed mixture you or your lessee request in the notice.

The GRANTORS agree to obtain the consent of their lessee, Jim Wood to this arrangement and to settle any claim to compensation by the lessee and hold the City harmless for any such claim.

At the conclusion of construction and any reconstruction repair or reclamation 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. This shall include re-grading to similar natural contours, erosion control, re-seeding with appropriate grass mix for the area and replacement of fencing. The City agrees to preserve mature, living trees wherever their preservation is reasonably practical. The signers below represent that they sign with full authority and consent of the Grantors identified above.

GRANTOR(S):

BY: Kevin B Dale
Kevin B. Dale

STATE OF OHIO)
County of TRUMBULL) ss. 270-66-9246

14th The above and foregoing instrument was acknowledged before me by Kevin B. Dale this day of February, 2014.

My Commission Expires: _____

Notary Public



TOD M. LATELL
Notary Public, State of Ohio
My Commission Expires
October 24, 2016

BY: Colleen Byham Dale
Colleen Byham Dale, Co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

STATE OF OHIO)
County of TRUMBULL) ss. 176-20-7621

The above and foregoing instrument was acknowledged before me by Colleen Byham Dale, Co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994, this 14th day of February, 2014, who states that her signature hereto is the free and voluntary act of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

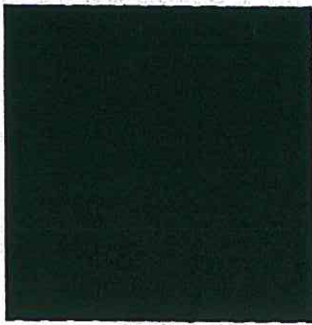
My Commission Expires: _____

Notary Public



TOD M. LATELL
Notary Public, State of Ohio
My Commission Expires
October 24, 2016

EXHIBIT "A"
 AN EASEMENT LOCATED IN A PORTION OF THE S1/2SE1/4
 SECTION 2 AND PORTION OF THE N1/2NE1/4 AND THE
 SW1/4NE1/4 SECTION 11, T51N, R67W OF THE 6TH P.M.
 CROOK COUNTY, WYOMING

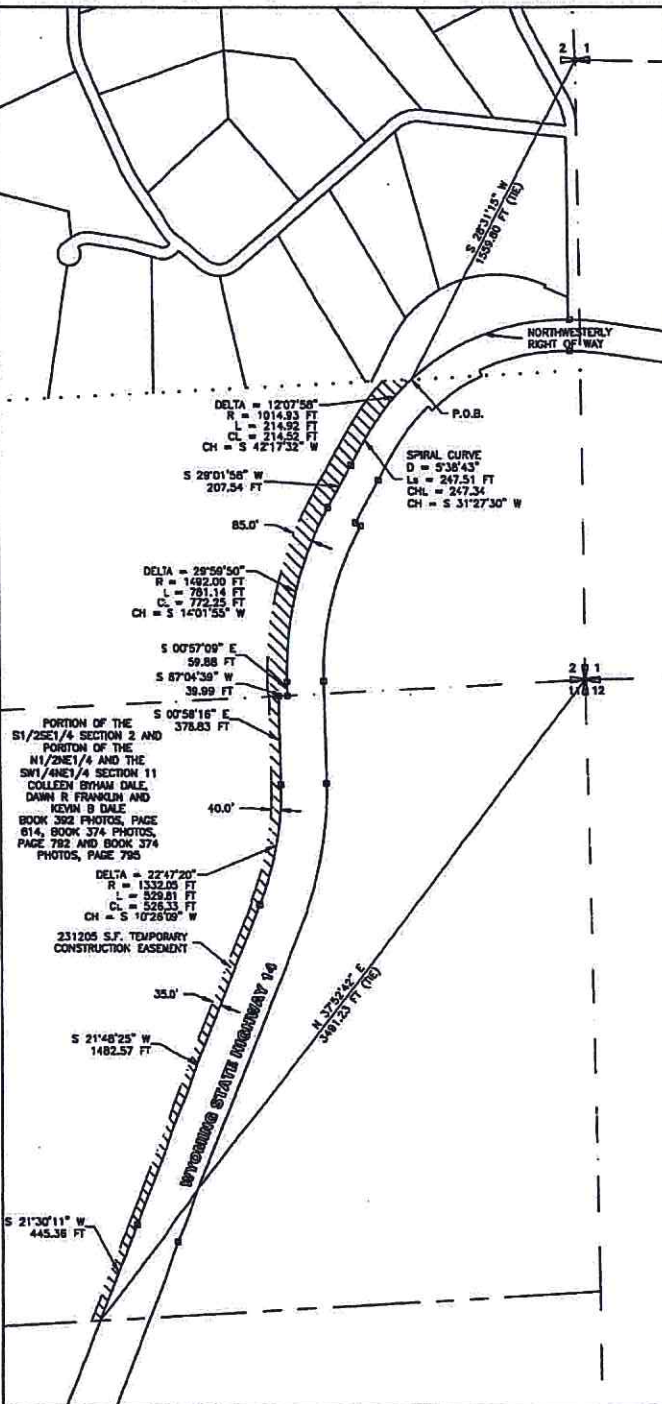
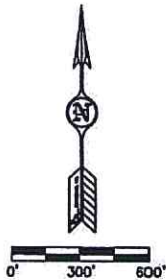


VICINITY MAP

- LEGEND**
- SECTION LINE
 - - - QUARTER SECTION LINE
 - SIXTEENTH SECTION LINE
 - - - CONSTRUCTION EASEMENT
 - ⊕ FOUND SECTION CORNER
1915 OLD BRASS CAP
 - ⊕ FOUND QUARTER CORNER
1915 OLD BRASS CAP
 - FOUND HIGHWAY MONUMENT
WOOD ALUMINUM CAP BLANK

DATE: 08/28/13
 PROJECT NUMBER: 103405.00
 GRANTEE: COLLEEN BRYAN DALE, DAWN R
 FRANKLIN AND KEVIN B DALE

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.



PCA ENGINEERING, INC.
 4508 WIDHAM BLVD.
 P.O. BOX 2185
 GILLETTE, WYO. 82718
 PH (307) 887-0800

Legal Description – Temporary Construction Easement
5167-05&05A Colleen Byham Dale, Dawn R. Franklin and Kevin B. Dale
August 28, 2013

A temporary easement located in a portion of the S1/2SE1/4 of Section 2 and a portion in the N1/2NE1/4 and the SW1/4NE1/4 of Section 11, T51N, R67W of the 6th P.M., Crook County, Wyoming, as recorded in Book 392 of Photos, Page 614, Book 374 of Photos, Page 792 and Book 374 of Photos, Page 795 of the Crook County Clerks records, being more particularly described as follows:

Commencing at the east quarter corner of said Section 2, being monumented by a 1915 GLO brass cap;

Thence S28°31'15"W, 1559.80 feet to a non-tangent circular curve concave to the east, being a point on the northwesterly right of way of Wyoming State Highway 14, also being the north boundary of aforementioned S1/2SE1/4 and being the point of beginning;

Thence along said northwesterly right of way, being the southeasterly limit of a 85 foot wide temporary easement, parallel with said right of way, through said curve with a delta angle of 12°07'58", a radius length of 1014.93 feet, an arc length of 214.92 feet, a chord bearing of S42°17'32"W and a chord length of 214.52 feet to the end of circular curve and beginning of a spiral curve concave to the east;

Thence continuing along said northwesterly right of way and said 85 foot wide temporary easement, through said spiral curve having a Degree of curve of 05°38'43", a spiral length of 247.51 feet, a chord length of 247.34 feet and a chord bearing of S31°27'30"W to a blank WYDOT aluminum cap, monumenting the end of spiral and beginning of tangent;

Thence continuing along said northwesterly right of way and said 85 foot wide temporary easement, S29°01'58"W, 207.54 feet to a non-tangent circular curve concave to the east, monumented by a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way and said 85 foot wide temporary easement, through said curve with a delta angle of 29°59'50", a radius length of 1492.00 feet, an arc length of 781.14 feet, a chord bearing of S14°01'55"W and a chord length of 772.25 feet to a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way and said 85 foot wide temporary easement, S00°57'09"E, 59.88 feet to the south boundary of aforementioned Section 2, being the end of said 85 foot wide temporary easement, monumented by a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way and along said south boundary, S87°04'39"W, 39.99 feet to a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way, beginning a 40 wide temporary easement, parallel with said right of way, S00°58'16"E, 378.33 feet to a non-tangent circular curve concave to the west, monumented by a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way and said 40 foot wide temporary easement, through said curve with a delta angle of 22°47'20", a radius length of 1332.05 feet, an arc length of 529.81 feet, a chord bearing of S10°26'09"W and a chord length of 526.33 feet to the end of said 40 foot wide temporary easement, monumented by a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way, beginning a 35 foot wide temporary easement, S21°48'25"W, 1482.57 feet to a blank WYDOT aluminum cap;

Thence continuing along said northwesterly right of way and said 35 foot wide temporary easement, S21°30'11"W, 445.36 feet to the south boundary of aforementioned SW1/4NE1/4 and being the point of termination, from which the northeast corner of aforementioned Section 11 lies N37°52'42"E, 3491.23 feet, monumented by a 1915 GLO brass cap.

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

Said permanent easement contains 231205 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).

EXHIBIT "A"
P. 2



CITY OF GILLETTE

Land Consultant

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

Phone 307.686.5361

www.gillettewy.gov

January 28, 2014

Kevin & Colleen Dale
Dawn Franklin
c/o Kevin Dale
P.O. Box 204
Hartford, OH 44424

Dear Mr. Dale and family,

Thanks for Kevin's call Monday (January 27). We had a productive discussion. As I understood our talk, Kevin thought a deal could be reached upon the following terms:

- 1.) The City will pay the Landowners the cash sum of \$5,310.00 in damages for the enclosed Temporary Construction Easement and the other considerations listed herein.
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Productivity Service With P.R.I.D.E. Enthusiasm
Responsibility Integrity Dedication

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Yours Very Truly,

R. Douglas Dumbrell
Land Consultant
City of Gillette
307-686-5361 work
307-257-3317 cell
307-682-3733 home

CC: Charlie Anderson (City Attorney)
Mike Cole (Project Manager)

AGREED TO BY:

Kevin B. Dale

Colleen Byham Dale, a/k/a Colleen B. Dale, co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

Dawn R. Franklin

Dawn R. Franklin, co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

Jim Wood, Lessee

TEMPORARY CONSTRUCTION EASEMENT

5167-05 & 05A

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

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GRANTOR:

BY: Dawn R Franklin

Dawn R. Franklin, Co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

STATE OF Ohio)
County of Clermont) ss.

The above and foregoing instrument was acknowledged before me by Dawn R. Franklin, Co-Death Trustee of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994 this 12th day of February, 2014, who states that her signature hereto is the free and voluntary act of the Donald D. Dale and Colleen B. Dale 1994 Living Trust dated September 24, 1994.

My Commission Expires:

Dec. 26, 2017

Tamara Ackermann
Notary Public



TAMARA ACKERMANN
Notary Public, State of Ohio
My Commission Expires
December 26, 2017