

**FILE COPY  
NON-NEGOTIABLE**



# CITY OF GILLETTE

## Utilities

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

Phone (307) 686-5262

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

April 28, 2014

Cheri Wardell  
255 D Road  
Moorcroft, WY 82721

Dear Mrs. Wardell,

I've received the land survey information I need to make you an offer on the new Gillette Madison water transmission line. At the same time I'd like to purchase the area of the old line in fee. In both cases I've also prepared a long term transferrable lease back to you on behalf of the City of Gillette so here's what I can offer:

- 1.) We would purchase a 100' right of way in fee for the new pipeline across your property. For this property we would pay \$1,000.00 per acre. We would lease the property back to you on a 99 year lease for \$10.00 per year. My price calculations on this are: 7.15 acres @ \$1,000.00 per acre =s \$7,150.00.
- 2.) We would purchase a 40' right of way in fee at the site of the old pipeline. This area is already subject to a permanent easement but we would like to own it in fee and to clarify any discrepancy in location. For this property we would pay \$750.00 per acre. We would also lease this property back to you on the same terms as (#1. above). My calculations on this are: 2.8 acres @ \$750.00 per acre =s \$2,100.00.
- 3.) We would purchase a 40' temporary construction easement along the east side of the new pipeline right of way (#1. above). This easement expires at the end of construction and reclamation. For this easement we would pay \$350.00 per acre. My calculations on this are: 2.9 acres @ \$350.00 per acre =s \$1,015.00.

The total for the three purchases is \$10,265.00.

- 4.) The purchases in fee should result in a modest reduction in taxable area while the leases should provide you and your successors with very long term grazing use.
- 5.) We will agree to either avoid your livestock shelter at the southern end of the rights of way or to remove it and replace it at the end of construction. If, after removal, the shelter is not serviceable we will replace it with a similar shelter built to the same size with similar materials.
- 6.) We will provide appropriate and effective temporary fencing during construction and reclamation to protect livestock as well as early reclamation. If you request it we will leave the removed temporary fencing materials at a place on your property which you designate.
- 7.) Re-seeding will be done with an appropriate grass mixture of your choice if you request a particular seed mix

- 8.) We will quitclaim back to you any area of easement we may hold which lies outside the parcels described in #s 1, 2, and 3 above. .
- 9.) During construction we will keep access open for your property on both the east and west of the pipeline route.

If these terms and payments are acceptable to you please sign this letter and execute the enclosed documents where indicated. The agreement will not be final until approval by the Gillette City Council after the appropriate proceedings. When that has been done, I'll set up a brief closing at First American Title in Sundance. You can do that closing by phone if you wish.

As always I'm ready to answer any questions you have or to address your concerns. Feel free to call and discuss this. If you have technical or engineering questions Mike Cole our Project Manager would be happy to discuss them. He can be reached at 307-686-2534.

Thanks for your consideration of this offer.

Yours Very Truly,



R. Douglas Dumbrill  
Land Consultant

RDD/tlo

*agreed by Wardell  
delivery of document  
rec'd 6-3-14*



# TEMPORARY CONSTRUCTION EASEMENT

**Cheri A. and Kelly Wardell**

**5068-11**

Cheri A. Wardell and Kelly Wardell, of 255 D. Road, Moorcroft, Wyoming 82721, hereinafter GRANTORS, 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" page one and page two which is incorporated herein by reference.

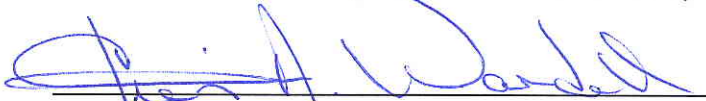
This grant is made to Grantee, its successors, licensees and assigns to have and to hold the lands described above as a TEMPORARY CONSTRUCTION EASEMENT to be used during construction activities of the new Gillette Regional Water Supply Project ("Madison" project). Grantee, its successors, licensees and 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.

During any construction within or at the site of this easement by the Grantee or its agents, Grantee shall maintain continuous access to both the east and west portions of Grantors' property.

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 signer below represents that he signs with full authority and consent of the Grantor[s] identified above.

DATED THIS 19 day of May, 2014.

GRANTORS: Cheri A. Wardell and Kelly Wardell



Cheri A. Wardell



Kelly Wardell

STATE OF WY )  
 ) ss.  
County of Crook )

The above and foregoing instrument was acknowledged before me by Cheri A. Wardell 29<sup>th</sup> day of May, 2014.

My Commission Expires:

10/10/2017

Holly Mathews  
Notary Public



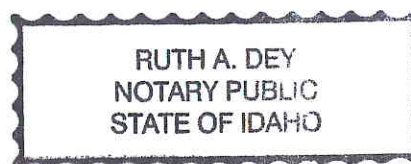
STATE OF Idaho )  
 ) ss.  
County of Blaine )

The above and foregoing instrument was acknowledged before me by Kelly Wardell 19 day of May, 2014.

My Commission Expires:

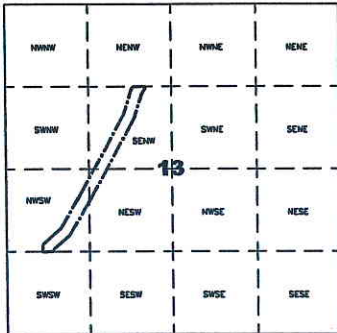
12/24/2019

Ruth A. DeY  
Notary Public



# EXHIBIT "A"

FEE PARCELS LOCATED IN A PORTION OF THE S1/2NW1/4 AND  
THE N1/2SW1/4 SECTION 13, T50N, R88W OF THE 6TH P.M.  
CROOK COUNTY, WYOMING



VICINITY MAP

## LEGEND

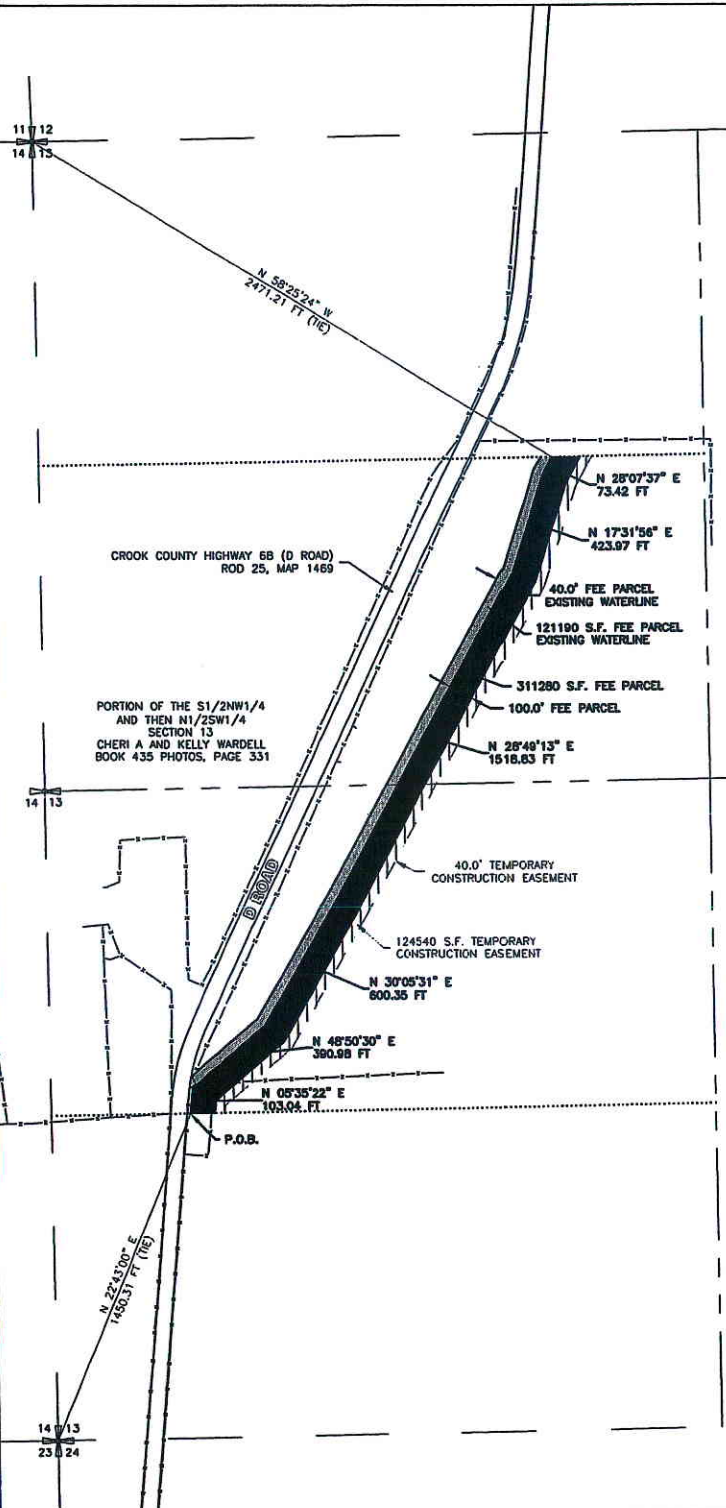
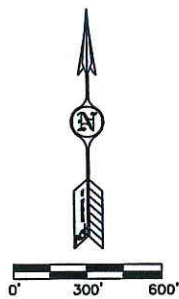
- SECTION LINE
- - - QUARTER SECTION LINE
- - - SIXTEENTH SECTION LINE
- - - EXISTING FENCE
- - - FEE PARCEL
- - - CONSTRUCTION EASEMENT
- ✕ FOUND SECTION CORNER  
1987 BLM BRASS CAP
- ✕ FOUND QUARTER CORNER  
1987 BLM BRASS CAP

DATE: 04/23/14  
PROJECT NUMBER: 103405.00  
GRANTOR: CHERI A AND KELLY WARDELL

BASIS OF BEARING: WYOMING STATE PLANE GRID,  
NAD83, EAST ZONE (4901)

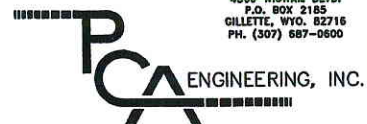
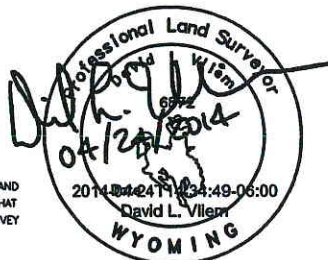
GRID TO GROUND CONVERSION: 1.00025907

\*\*\*ALL AREAS ARE COMPUTED TO GROUND



## SURVEYOR'S CERTIFICATE

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





**Legal Description – Temporary Construction Easement**  
**5068-11 Cheri A. and Kelly Wardell**  
**April 23, 2014**

A temporary construction easement located in a parcel in a portion of the S1/2NW1/4 and N1/2SW1/4 of Section 13, T50N, R68W of the 6<sup>th</sup> P.M., Crook County, Wyoming, as recorded in Book 435 of Photos, Page 331 of the Crook County Clerks records, the westerly limits lying 100 feet easterly and the easterly limits lying 140 feet easterly of the following described line:

Commencing at the southwest corner of said Section 13, being monumented by a 1987 BLM brass cap;

Thence N22°43'00"E, 1450.31 feet to a point on the south line of said N1/2SW1/4 of said Section 13 and being the point of beginning;

Thence along the westerly limits of said fee parcel, N05°35'22"E, 103.04 feet to an angle point;

Thence continuing along said westerly limits, N48°50'30"E, 390.98 feet to an angle point;

Thence continuing along said westerly limits, N30°05'31"E, 600.35 feet to an angle point;

Thence continuing along said westerly limits, N28°49'13"E, 1518.83 feet to an angle point;

Thence continuing along said westerly limits, N17°31'56"E, 423.97 feet to an angle point;

Thence continuing along said westerly limits, N28°07'37"E, 73.42 feet to the north line of aforementioned S1/2NW1/4 of Section 13 and being the point of termination, from which the northwest corner of said Section 13 lies N58°25'24"W, 2471.21 feet, monumented by a 1987 BLM brass cap.

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

Said temporary construction easement contains 124540 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).

## **WARRANTY DEED**

Cheri A. Wardell and Kelly Wardell, of 255 D Road, Moorcroft, Wyoming, 82721, hereinafter GRANTORS, 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 CITY or GRANTEE, of 201 East Fifth Street, Box 3003 Gillette, Wyoming, 82717 the following described real estate, situate in Crook County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming. The real estate conveyed hereby is described below and further shown by the drawing attached hereto as Exhibit A and incorporated herein by reference.

### DESCRIPTION

#### **(Parcel #1)**

A fee parcel located in a parcel in a portion of the S1/2NW1/4 and N1/2SW1/4 of Section 13, T50N, R68W of the 6<sup>th</sup> P.M., Crook County, Wyoming, as recorded in Book 435 of Photos, Page 331 of the Crook County Clerks records, lying 100 feet easterly and parallel with the following described line:

Commencing at the southwest corner of said Section 13, being monumented by a 1987 BLM brass cap;

Thence N22°43'00"E, 1450.31 feet to a point on the south line of said N1/2SW1/4 of said Section 13 and being the point of beginning;

Thence along the westerly limits of said fee parcel, N05°35'22"E, 103.04 feet to an angle point;

Thence continuing along said westerly limits, N48°50'30"E, 390.98 feet to an angle point;

Thence continuing along said westerly limits, N30°05'31"E, 600.35 feet to an angle point;



Thence continuing along said westerly limits, N28°49'13"E, 1518.83 feet to an angle point;

Thence continuing along said westerly limits, N17°31'56"E, 423.97 feet to an angle point;

Thence continuing along said westerly limits, N28°07'37"E, 73.42 feet to the north line of aforementioned S1/2NW1/4 of Section 13 and being the point of termination, from which the northwest corner of said Section 13 lies N58°25'24"W, 2471.21 feet, monumented by a 1987 BLM brass cap.

The sidelines of said fee parcel are to be shortened or extended to prevent gaps and overlaps. The westerly limit of said fee parcel is to terminate on the easterly right of way of Crook County Highway 68 (D Road) as described on a map recorded in Rod 25, Map 1469 of the Crook County Clerks records.

Said fee parcel contains 311280 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).

### **(Parcel #2)**

A fee parcel located in a parcel in a portion of the S1/2NW1/4 and N1/2SW1/4 of Section 13, T50N, R68W of the 6<sup>th</sup> P.M., Crook County, Wyoming, as recorded in Book 435 of Photos, Page 331 of the Crook County Clerks records, lying 40 feet westerly and parallel with the following described line:

Commencing at the southwest corner of said Section 13, being monumented by a 1987 BLM brass cap;

Thence N22°43'00"E, 1450.31 feet to a point on the south line of said N1/2SW1/4 of said Section 13 and being the point of beginning;

Thence along the easterly limits of said fee parcel, N05°35'22"E, 103.04 feet to an angle point;

Thence continuing along said easterly limits, N48°50'30"E, 390.98 feet to an angle point;

Thence continuing along said easterly limits, N30°05'31"E, 600.35 feet to an angle point;

Thence continuing along said easterly limits, N28°49'13"E, 1518.83 feet to an angle point;

Thence continuing along said easterly limits, N17°31'56"E, 423.97 feet to an angle point;

Thence continuing along said easterly limits, N28°07'37"E, 73.42 feet to the north line of aforementioned S1/2NW1/4 of Section 13 and being the point of termination, from which the northwest corner of said Section 13 lies N58°25'24"W, 2471.21 feet, monumented by a 1987 BLM brass cap.

The sidelines of said fee parcel are to be shortened or extended to prevent gaps and overlaps.

Said fee parcel contains 121190 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).

Should the real estate described herein ever cease to be used by the City of Gillette for the purpose of water transportation, treatment, storage, and/or water and associated activities by the City of Gillette, Wyoming, the real estate shall revert to the Grantors or their successors in interest. Grantors except and reserve all their minerals.

This deed is made subject to all easements, reservations, restrictions, encumbrances, and surface use agreements of record, and reserving unto Grantors all oil and gas, and other minerals and mineral rights existing under said above lands and premises or appurtenant thereto.

Grantors:

Cheri A. Wardell  
Cheri A. Wardell

STATE OF WY )  
 ) ss.  
County of Crook )

The above and foregoing instrument was acknowledged before me by Cheri A. Wardell this 29 day of May, 2014.

Witness my hand and official seal.

My Commission Expires:

10/10/2017

Holly Mathews  
Notary Public



Kelly Wardell  
Kelly Wardell

STATE OF Idaho )  
 ) ss.  
County of Blaine )

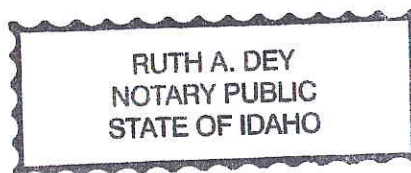
The above and foregoing instrument was acknowledged before me by Kelly Wardell this 19 day of May, 2014.

Witness my hand and official seal.

My Commission Expires:

12/24/2019

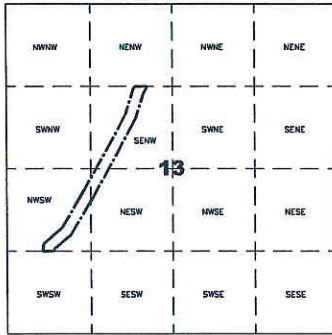
Ruth A. DeY  
Notary Public





# EXHIBIT "A"

FEE PARCELS LOCATED IN A PORTION OF THE S1/2NW1/4 AND  
THE N1/2SW1/4 SECTION 13, T50N, R68W OF THE 6TH P.M.  
CROOK COUNTY, WYOMING



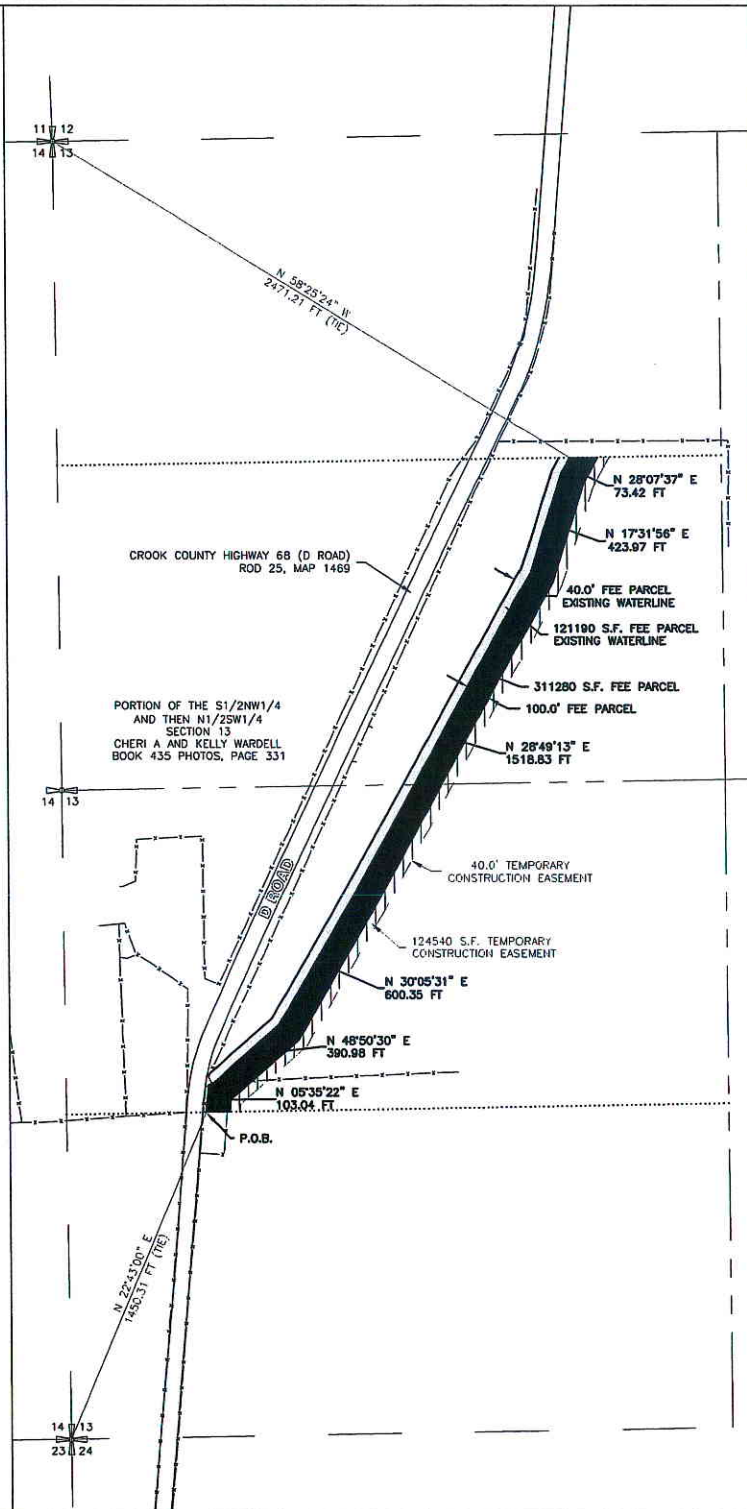
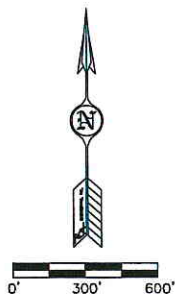
VICINITY MAP

## LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- ..... SIXTEENTH SECTION LINE
- - - - - EXISTING FENCE
- FEE PARCEL
- - - - - CONSTRUCTION EASEMENT
- ⊕ FOUND SECTION CORNER  
1987 BLM BRASS CAP
- ⊕ FOUND QUARTER CORNER  
1987 BLM BRASS CAP

DATE: 04/23/14  
PROJECT NUMBER: 103405.00  
GRANTOR: CHERI A AND KELLY WARDELL

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



## REAL ESTATE LEASE

THIS LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gillette, Wyoming, a municipal corporation and a City of the First Class, hereinafter "Lessor" or "City", of 201 East Fifth Street, P.O. Box 3003 Gillette, Wyoming, 82717-3003, and Cheri A. Wardell, of 255 D Road, Moorcroft, Wyoming, 82721, (hereafter "Lessee" or "Wardell.") The City and Ms. Wardell may be referred to collectively as the "Parties".

### WITNESSETH:

WHEREAS, the LESSOR is currently the owner of the property shown and described in Exhibits "A" and "B" which are incorporated herein by reference; which shall be referred to hereinafter as the "Premises."

WHEREAS, the Wardell desires to lease the Premises as more particularly described and shown on Exhibits "A" and "B" upon the terms and conditions contained herein.

NOW, THEREFORE, FOR IN CONSIDERATION of the mutual covenants, promises and conditions contained herein, the parties hereto agree as follows:

1. LEASE PREMISES. City hereby leases to Wardell, and Wardell hereby leases from the City for the time and upon the terms and conditions set forth in this Lease the Premises shown and described on the Exhibits which are attached hereto and incorporated herein by reference. The Premises is leased for surface use only and such use is limited by and subordinated to the City's uses of the property. The Lessees shall make no use of the property which limits or interferes with the use of the property by the City. The Lessee shall not erect any structure on the property without written permission from the City. No permanent structure will be erected by the Lessee on the leased premises.

2. TERM. The term of this lease shall be from the date of execution shown below through May 15, 2113 or until the lease is otherwise terminated as stated hereafter. The lease shall automatically renew for a second ninety nine year term unless one of the parties gives notice of intent to terminate it as set forth below.



3. RENTAL. The rental payment for this lease shall be \$10.00 per year due and payable as stated herein:

- (a.) An initial payment of \$10.00 will be made upon execution of this lease.
- (b.) An additional payment of \$10.00 will be made on or before the anniversary date of the execution of this lease each and every year for the term of the lease.
- (c.) The lease may be pre-paid in any amount at any time without prejudice to Lessee's rights hereunder.

4. TERMINATION. The lease may be terminated in the ways which follow:

- (a.) This lease shall terminate upon May 15, 2113, if either party gives notice of intent to terminate the lease by March 15, 2113.
- (b.) If any lease rental payment is not made before or when it is due, the City will give the Lessee notice that the rental payment has not been received by certified mail sent to Wardell or her successors in interest at the address stated above, (or another address designated by Wardell or the successors in interest in writing.) If the Lessee does not make the payment within ninety days of the notice, this lease shall automatically terminate.
- (c.) The lease may be voluntarily terminated by Wardell or her successor in interest by giving notice to the City of their intention to terminate at least 30 days before termination.

5. PROCEEDS. The Lessee shall be entitled, subject to the City's uses of the Premises, to farm and/or graze the Premises and keep and retain all profits therefrom and the proceeds of their efforts thereon.

6. EXCLUSIVE USE. The Lease granted herein shall be exclusively for the Lessee and shall not be assigned, sub-let, or re-leased in whole or in part without the written permission of the City. Such permission is hereby granted for subleasing or assignment to an agricultural lessee of any adjacent Wardell land. The Lessee will still give the City written notice of any such arrangement. City is specifically granted



the right to fence and gate access to the Premises from any public highway and to lock gates into the Premises if the City has provided the Lessee with a key or combination to any lock used.

7. RECLAMATION. The Lessee shall keep the Premises in good repair and condition for their uses and the City's. Upon termination of this lease, the Lessee agrees to return the Premises to a condition substantially equal to its pre-lease condition. This shall include re-seeding any disturbed areas with an appropriate mix of native grasses. In all uses of the Premises the Lessee shall exercise reasonable care of the land and good stewardship and husbandry. Lessee will not overgraze the premises and will provide it with such soil preparation for farming as accompanies their farming operations on adjoining property.

8. FENCING. The City may in its discretion fence livestock out of any part of the Premises where activities are conducted which could pose a threat to livestock. Otherwise the Lessees may graze livestock on the Premises at their own risk, and the City shall only be responsible for such livestock losses as it or its agents actually cause through negligence or other wrongful conduct

9. COVENANTS. The Lessee shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to their use of the leased Premises, and save Lessors harmless from penalties, fines, costs, expenses or damages resulting from their failure to do so. The Lessee shall give the Lessors prompt written notice of any accident, fire or damage occurring on or to the leased Premises.

10. ENVIRONMENTAL COMPLIANCE: The Lessee shall conduct their operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. The City may make and conduct inspections of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessee and to the proper authorities. The Lessee will indemnify and hold Lessor harmless for any liability for hazardous substances deposited on the Premises by Lessee.

11. ASSIGNING, MORTGAGING, AND SUBLETTING. Except as stated herein, the Lessee shall not assign, mortgage, pledge or encumber this Lease, in whole or in part, nor sublet the whole or any part of the leased Premises, or permit the use of the whole or any part of the demised premises by a licensee or concessionaire, without first obtaining the written consent of the City. This provision shall not be construed to limit or prohibit the use of the Premises by Lessee's agents or employees who work the Premises.

12. SURRENDER AND HOLDING OVER. Lessee upon expiration or termination of this Lease, either by lapse of time or otherwise shall peaceably surrender the Premises to Lessors. If Lessee or any successor in interest remains in possession of the premises with the Lessor's consent, but without a new lease reduced to writing and duly executed, Lessee shall be deemed to be occupying the premises as a tenant at will, still subject to all the covenants, conditions and agreement of this Lease.

13. NOTICES. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been duly given or served if made in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

TO: Lessor:  
City of Gillette  
City Clerk  
Box 3003  
Gillette, Wyoming 82717-3003

TO: Lessee:  
Cheri A. Wardell  
255 D Road Box 250  
Moorcroft, Wyoming, 82721

Such addresses may be changed from time to time by either party by serving a written notice as above provided.



14. **DEFAULT.** In addition to the provisions contained in Paragraph 4 above, it shall be an event of default hereunder if Lessees fail to perform any covenant or condition of this lease within 90 days of being notified as stated herein of their failure.

15. **RIGHTS OF LESSOR UPON DEFAULT BY LESSEE.** In the event of occurrence of an event of default hereunder:

(a.) This Lease may, after the stated notice and period to cure, be immediately terminated, at the option of Lessor. In the event of termination hereunder, the Lessee shall have ninety days from the notice of termination to vacate the Premises and effect any obligations of reclamation hereunder.

(d.) It is expressly understood:

- (i) that time shall be of the essence;
- (ii) that the failure of Lessor to exercise any right hereunder shall not constitute a waiver of that default or any other or further default of Lessee, including any other or further default in the payment of rent then due; and
- (iii) that the enumeration herein of express rights, options and privileges shall not limit Lessor thereto nor deprive Lessor of any other remedy or action or cause of action by reason of any default of Lessee, including the right to recover from Lessee any deficiency upon re-renting.

17. **SCOPE AND INTERPRETATION OF THIS AGREEMENT.** This Lease shall be considered to be the only lease agreement between the parties hereto pertaining to the Leased Premises. All negotiations and oral agreements regarding the lease acceptable to both parties are included in this agreement. The laws of the State of Wyoming shall govern the validity, interpretation, performance and enforcement of this Lease. Venue for disputes concerning this lease shall be in the 6<sup>th</sup> Judicial District of the State of Wyoming in and for Campbell County, Gillette, Wyoming.



18. CAPTION. Any headings preceding the text of the several paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they effect its meaning, constructions or effect.

19. BINDING CONTRACT, SUCCESSORS. Upon acceptance by Wardell in writing this instrument shall become a binding contact between Wardell and City and shall be binding upon and shall inure to the benefit of the respective parties hereto, their successors, heirs, devisees representatives and assigns. This written agreement contains the entire agreement of the parties and shall not be amended, expanded or diminished except in writing by the parties with formalities equivalent to those of this agreement. Anything to the contrary notwithstanding, this agreement is subject to and contingent upon the approval of the Gillette City Council after the regular proceedings established by law. Execution of this agreement shall be deemed completed upon the date of signature of the Mayor of the City of Gillette.

20. SPECIFIC PERFORMANCE. Due to the unique location to and usage of the Premises anticipated by the parities, this lease is agreed to be enforceable by specific performance.

21. ENFORCEMENT. If any legal action is instituted to enforce any of the terms of this agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above-written.

**LESSOR:**

---

City of Gillette

STATE OF WYOMING                    )  
  ) ss.  
County of CAMPBELL ~~Campbell~~                    )

The above and foregoing instrument was acknowledged before me by John Opseth, Mayor of the City of Gillette, and Karlene Abelseth, City Clerk of the City of Gillette this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_


**LESSEE:**

  
Cheri A. Wardell

STATE OF WYOMING                    )  
  ) ss.  
County of Crook                    )

The above and foregoing instrument was acknowledged before me by Cheri A. Wardell this 2 day of June, 2014.

Witness my hand.

  
Notary Public

My Commission Expires:  
10/10/2017



**Legal Description – Parcel #1**  
**5068-11 Cheri A. Wardell**  
**April 23, 2014**

A fee parcel located in a parcel in a portion of the S1/2NW1/4 and N1/2SW1/4 of Section 13, T50N, R68W of the 6<sup>th</sup> P.M., Crook County, Wyoming, as recorded in Book 435 of Photos, Page 331 of the Crook County Clerks records, lying 100 feet easterly and parallel with the following described line:

Commencing at the southwest corner of said Section 13, being monumented by a 1987 BLM brass cap;

Thence N22°43'00"E, 1450.31 feet to a point on the south line of said N1/2SW1/4 of said Section 13 and being the point of beginning;

Thence along the westerly limits of said fee parcel, N05°35'22"E, 103.04 feet to an angle point;

Thence continuing along said westerly limits, N48°50'30"E, 390.98 feet to an angle point;

Thence continuing along said westerly limits, N30°05'31"E, 600.35 feet to an angle point;

Thence continuing along said westerly limits, N28°49'13"E, 1518.83 feet to an angle point;

Thence continuing along said westerly limits, N17°31'56"E, 423.97 feet to an angle point;

Thence continuing along said westerly limits, N28°07'37"E, 73.42 feet to the north line of aforementioned S1/2NW1/4 of Section 13 and being the point of termination, from which the northwest corner of said Section 13 lies N58°25'24"W, 2471.21 feet, monumented by a 1987 BLM brass cap.

The sidelines of said fee parcel are to be shortened or extended to prevent gaps and overlaps. The westerly limit of said fee parcel is to terminate on the easterly right of way of Crook County Highway 68 (D Road) as described on a map recorded in Rod 25, Map 1469 of the Crook County Clerks records.

Said fee parcel contains 311280 square feet more or less.

All areas are computed at ground.

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

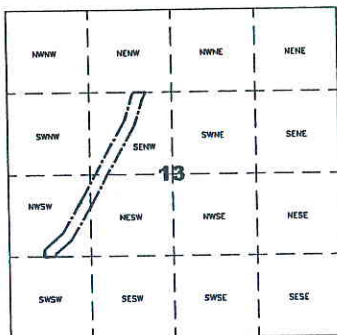
The basis of bearing for this legal description and for the attached Exhibit "A" is Wyoming State Plane Grid, NAD83, East Zone (4901).

EXHIBIT  
"A"



# EXHIBIT "A"

FEE PARCELS LOCATED IN A PORTION OF THE S1/2NW1/4 AND  
THE N1/2SW1/4 SECTION 13, T50N, R10W OF THE 6TH P.M.  
CROOK COUNTY, WYOMING



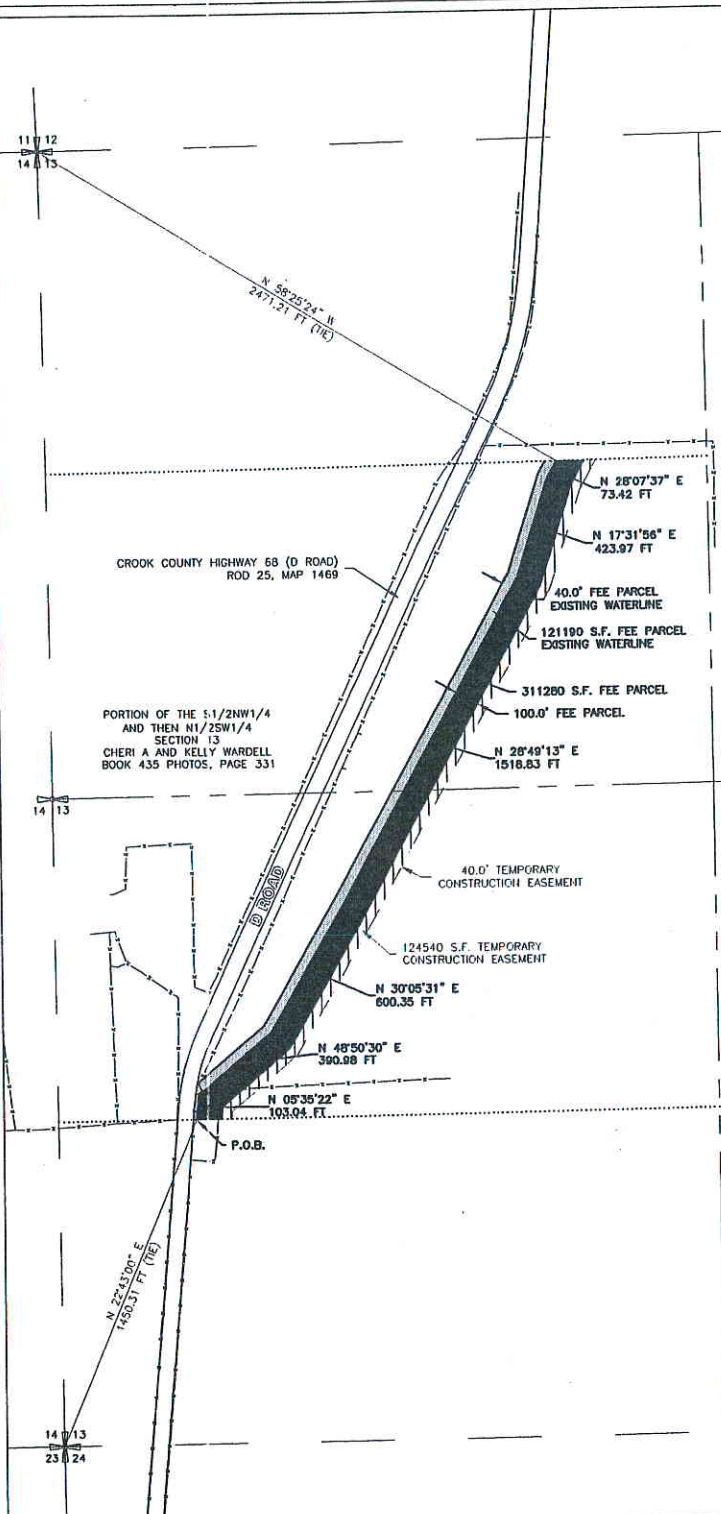
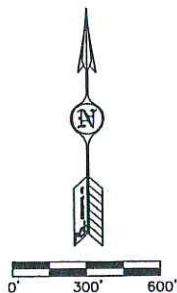
VICINITY MAP

## LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- EXISTING FENCE
- FEE PARCEL
- CONSTRUCTION EASEMENT
- FOUND SECTION CORNER  
1987 BLM BRASS CAP
- FOUND QUARTER CORNER  
1987 BLM BRASS CAP

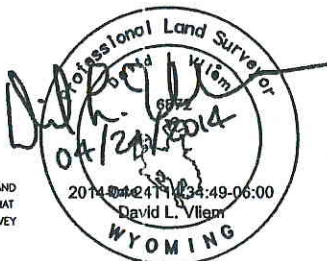
DATE: 04/23/14  
PROJECT NUMBER: 103405.00  
GRANTOR: CHERI A AND KELLY WARDELL

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



"A" p. 2

**Legal Description – Parcel #2**  
**5068-11 Cheri A. Wardell**  
**April 23, 2014**

A fee parcel located in a parcel in a portion of the S1/2NW1/4 and N1/2SW1/4 of Section 13, T50N, R68W of the 6<sup>th</sup> P.M., Crook County, Wyoming, as recorded in Book 435 of Photos, Page 331 of the Crook County Clerks records, lying 40 feet westerly and parallel with the following described line:

Commencing at the southwest corner of said Section 13, being monumented by a 1987 BLM brass cap;

Thence N22°43'00"E, 1450.31 feet to a point on the south line of said N1/2SW1/4 of said Section 13 and being the point of beginning;

Thence along the easterly limits of said fee parcel, N05°35'22"E, 103.04 feet to an angle point;

Thence continuing along said easterly limits, N48°50'30"E, 390.98 feet to an angle point;

Thence continuing along said easterly limits, N30°05'31"E, 600.35 feet to an angle point;

Thence continuing along said easterly limits, N28°49'13"E, 1518.83 feet to an angle point;

Thence continuing along said easterly limits, N17°31'56"E, 423.97 feet to an angle point;

Thence continuing along said easterly limits, N28°07'37"E, 73.42 feet to the north line of aforementioned S1/2NW1/4 of Section 13 and being the point of termination, from which the northwest corner of said Section 13 lies N58°25'24"W, 2471.21 feet, monumented by a 1987 BLM brass cap.

The sidelines of said fee parcel are to be shortened or extended to prevent gaps and overlaps.

Said fee parcel contains 121190 square feet more or less.

All areas are computed at ground.

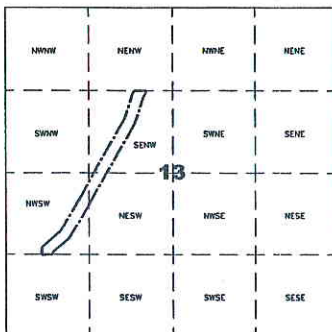
All measured distances are grid, for conversion to ground, multiply by 1.00025907.

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

EXHIBIT  
"B"

# EXHIBIT "A"

FEE PARCELS LOCATED IN A PORTION OF THE S1/2NW1/4 AND  
THE N1/2SW1/4 SECTION 13, T50N, R68W OF THE 6TH P.M.  
CROOK COUNTY, WYOMING



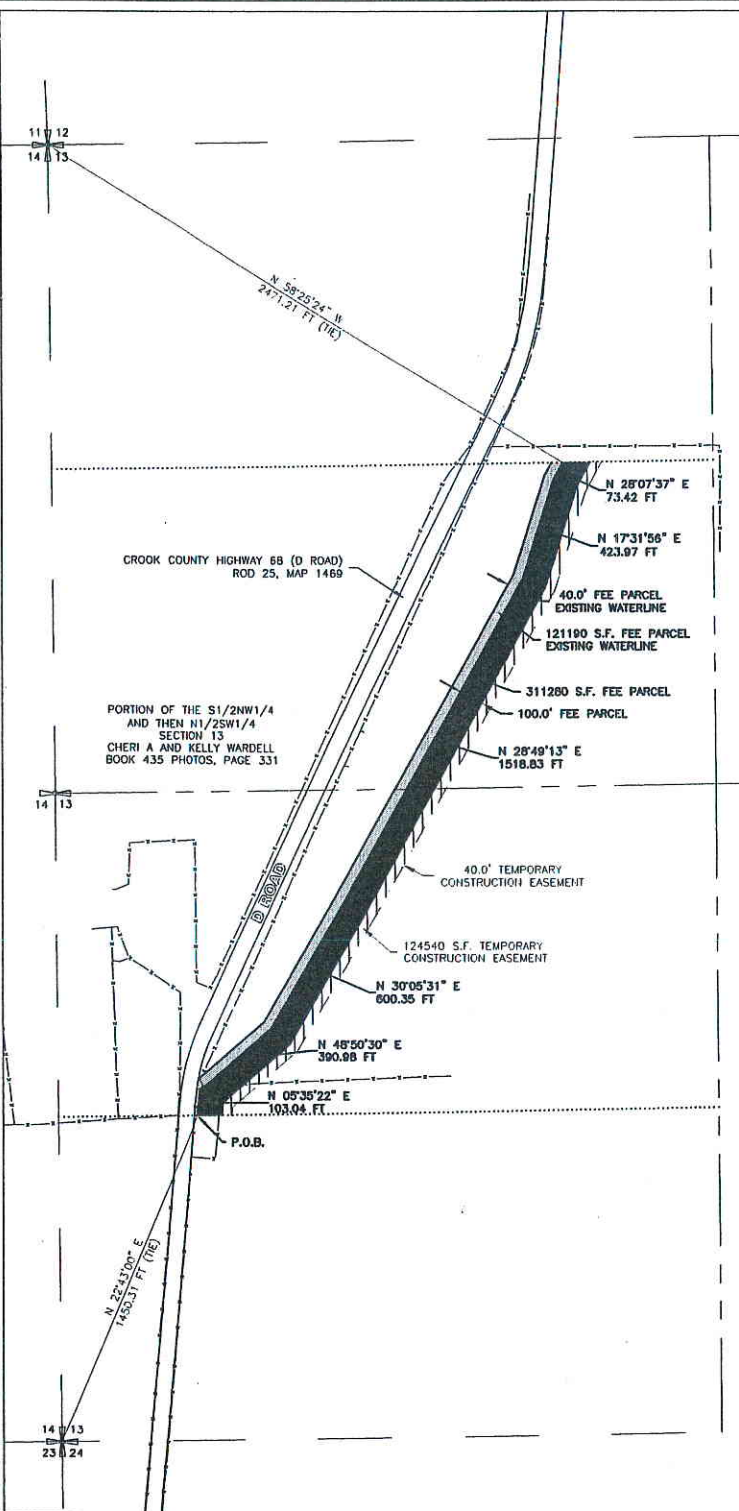
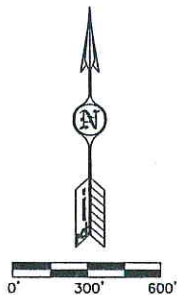
VICINITY MAP

## LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- ..... SIXTEENTH SECTION LINE
- x - EXISTING FENCE
- - - FEE PARCEL
- - - CONSTRUCTION EASEMENT
- ⊕ FOUND SECTION CORNER  
1987 BLM BRASS CAP
- ⊕ FOUND QUARTER CORNER  
1987 BLM BRASS CAP

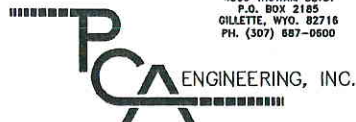
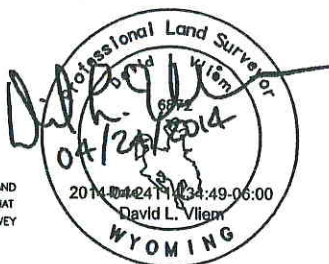
DATE: 04/23/14  
PROJECT NUMBER: 103405.00  
GRANTOR: CHERI A AND KELLY WARDELL

BASIS OF BEARING: WYOMING STATE PLANE GRID,  
NAD83, EAST ZONE (4901)  
GRID TO GROUND CONVERSION: 1.00025907  
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I, DAVID L. VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY.



"B" p.2