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CITY OF GILLETTE, WYOMING 82716

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CITY OF GILLETTE

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

September 4, 2014

Jimmy Dixon
Suzette Miller
P.O. Drawer 8
Newcastle, WY 82701

Finance
07EN58
First am
Title
Sent
9/5/14
\$350 recording fee

RE: Triangle Group Blending Line Easement

Dear Mr. Dixon and Ms. Miller,

As I discussed with Mr. Dixon a few days back, the City's offer in the matter of this particular easement reflected my view of the specific property requested and the use the City would make of it rather than the overall value of generic industrial property in the area.

When the requested easement is viewed realistically at the site and on the records it is very different from the remainder of the lot. It is, of course bounded by a 20' utility easement on the North and a 25' overhead power easement on the South. This limits the subject property to non-permanent uses such as parking, driveway or outdoor storage. After construction of the City's pipeline all these uses will still be completely available to the property owner.

In addition there is a "basin" feature on the lot which renders about 9,292 sq. ft of the easement area we requested completely unusable for any industrial purpose except drainage. There is furthermore a platted drainage detention easement which encumbers an additional 2,628 sq. ft (approx.) of the requested easement. (Please see the enclosed exhibit labeled "Energy Park" and the enclosed plat and plat detail of the Energy Park Subdivision.) This leaves only about 10,307 sq. ft. of the 22,227 sq. ft. easement we requested which remains available for any practical use, and then the use with or without the pipeline is severely restricted. All this is why my original offer reflected a lower rate than we paid on the 42" Madison line. (In town we usually paid \$.29 - \$.32 per sq. ft. for permanent Madison easements.)

Nevertheless as I told Jimmy I understand the property values in this area, and in an effort to show good faith I will raise our price to \$.29 per square foot. My calculation now is; 22,227 sq. ft. @ \$.29 = **\$6,446.00**. This will have to be the City's final offer. It will remain open until September 15, 2014. You may accept by calling or executing and returning the easement. I will arrange for payment.

Please feel free to call with any questions or concerns you may have.

Yours Very Truly,


R. Douglas Dumbrell
Land Consultant
307-686-5361

RDD/tlo

Enclosures
cc: Levi Jensen

**PERMANENT WATER LINE AND GENERAL UTILITY EASEMENT
Triangle Group LLLP
B-2-1A**

Triangle Group LLLP of P.O. Box 185, Newcastle, WY 82701 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 does Grant, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, of 201 E. 5th St, P.O. Box 3003, Gillette, Wyoming, 82717 hereinafter GRANTEE, a Permanent Water Line and General Utility Easement in and to the following described tract of land:

LEGAL DESCRIPTION

A permanent utility easement located in Lot 1-A, Block 2 of the Resubdivision of Lot 1, Block 2, Energy Park Subdivision in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, T.50N., R.72W. of the 6th Principal Meridian, Campbell County, Wyoming, where said easement runs across, adjoins, or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Center one quarter corner of Section 23, being monumented by a Brass Cap, thence S89°47'14"E along the North line of Energy Park Subdivision, 1st Addition, a distance of 933.53 feet to the Northwest corner of Lot 1-A, of the Resubdivision of Lot 1, Block 2, Energy Park; thence S00°12'46"W along the line West line of Lot 1-A of said Block 2 also the East Right-of-Way line of Enterprise Avenue, a distance of 20.00 feet to the Point of Beginning and the Southerly line of an existing 20 foot wide utility easement parallel and contiguous to the North line of said Lot 1-A as shown on the plat of the Resubdivision of Lot 1, Block 2, Energy Park Subdivision, 1st filing in Book 6 of Plats, page 28; thence S89°47'14"E along said Southerly easement line, a distance of 559.84 feet to the East line of Lot 1-A of said Block 2; thence S00°12'46"W along said East line a distance of 43.06 feet to the Northerly line of an existing overhead power line easement as shown on the plat of the Resubdivision of Lot 1, Block 2, Energy Park Subdivision, 1st filing in Book 6 of Plats, page 28; thence N89°01'41"W along said overhead power line easement a distance of 559.83 feet to the West line of said Lot 1-A and the East Right-of-Way of Enterprise Avenue; thence N00°12'46"E along said West line, a distance of 36.01 feet to the Southerly line of said utility easement and the Point of Beginning, containing 22,226.74 square feet more or less, subject to easements either of record or apparent on the ground, and all according to Exhibit A (Figure B-2-1A) attached hereto.

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

All areas are computed at ground.

All measured distances are grid. For conversion to ground, multiply by 1.00027048

The basis of bearings for this legal and 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.

Said easement unto GRANTEE, its successors, licensees and assigns to have and to hold forever in the lands described above for a waterline and general utility easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, such as, for purpose of illustration but not limitation, water pipelines and sanitary sewer lines, storm water drains and sewers, electrical lines, natural gas lines, telephone lines, cable television and other communication lines and other utilities to be determined in the sole 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:

BY: Suzette Miller
(Signature)

TITLE: Partner
Triangle Group LLLP (Please Print)

STATE OF Wyoming)
County of Weston) ss.

The above and foregoing instrument was acknowledged before me by Suzette Miller, the Partner of Triangle Group LLLP this 15 day of September, 2014, who states that their signature hereto is the free and voluntary act of Triangle Group LLLP.

Annica Dixon
Notary Public

My Commission Expires: 11-12-14

