

Permanent Access and Utility Easement Number 1
City of Gillette, Wyoming and
Renetta M. Scacchitti

Renetta M. Scacchitti, 3305 Shipmate Drive, Las Vegas, NV 89117 ("Grantor"), for and in consideration of fifteen thousand six hundred seven dollars and ninety cents (\$15,607.90) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants and conveys to the City of Gillette, Wyoming, a municipal corporation and city of the first class ("Grantee"), their heirs, administrators, successors, executors, legal representatives, and assigns for perpetual use, in the following described tract(s) of land, a Permanent Access and Utility Easement, more particularly described as follows:

A PERMANENT ACCESS AND UTILITY EASEMENT OVER A
PORTION OF LOT 79 OF THE COLLINS HEIGHTS
SUBDIVISION FIRST EXTENSION AS RECORDED IN BOOK
1, PAGE NUMBER 186, FOLDER 94 IN THE OFFICE OF THE
RECORDER OF CAMPBELL COUNTY, WYOMING. BEING
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID
LOT NUMBER 79 AND AN IRON PIPE, THENCE S 89° 13' 06"
E, 151.82 FEET ALONG THE SOUTH LINE OF SAID LOT TO
THE POINT OF BEGINNING, THENCE CONTINUING S 89° 13'
06" E ALONG SAID SOUTH LOT LINE 134.89 FEET; THENCE
N 08° 47' 24" E, 97.30 FEET; THENCE N 81° 36' 30" W, 133.57
TO THE EAST SIDE OF AN EXISTING ACCESS AND UTILITY
EASEMENT; THENCE S 08° 47' 24" W ALONG SAID
EASEMENT, 115.16 FEET MORE OR LESS, TO THE POINT OF
BEGINNING, CONTAINING 14,189 SQUARE FEET, MORE OR
LESS.

See Exhibit A – Lot 79 Collins Height First Extension Temporary and Permanent Access and Utility Easements.

TO HAVE AND TO HOLD this Permanent Access and Utility Easement across the above-described land for the purpose of a Permanent Access and Utility Easement upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, including but not limited to 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, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the Grantee shall, upon written notice from the Grantor, remove or relocate at its own expense the above-described easement.
2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of Grantee's rights under this grant of easement shall revert to the Grantor or its assigns, the same as if this grant had never been made. Should this easement be abandoned by the Grantee, the above-described tract of land shall be returned to a condition satisfactory to the Grantor.
3. For record keeping purposes only, any transfer in ownership of the benefited property, or any change of name or mailing address of the owner of this easement, shall be reported to the City of Gillette, Wyoming within thirty days (30) of the transfer or change.

The City of Gillette does not waive its governmental immunity by entering into this agreement and specifically retains immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law(s).

IN TESTIMONY WHEREOF, the Gillette City Council has caused this instrument to be signed by its Mayor and by its Clerk, and its seal to be affixed on the ____ day of _____, 2018.

Grantor:

Renetta M. Scacchitti
Renetta M. Scacchitti

STATE OF Nevada)
) ss.
County of Clark)

The above and foregoing instrument was acknowledged before me by Renetta M. Scacchitti, this 10th day of September, 2018.

Witness my hand and official seal.

My Commission Expires: 7/12/21

Samantha Shelley
Notary Public

Grantee: City of Gillette

Louise Carter King, Mayor

(S E A L)
ATTEST:



Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Louise Carter King, Mayor, City of Gillette, this ____ day of _____, 2018.

Witness my hand and official seal.

My Commission Expires:

Notary Public

City Attorney's Office Approval as to Form:

Anthony Reyes, City Attorney

Permanent Access and Utility Easement Number 2
City of Gillette, Wyoming and
Renetta M. Scacchitti

Renetta M. Scacchitti, 3305 Shipmate Drive, Las Vegas, NV 89117 ("Grantor"), for and in consideration of three thousand nine hundred fifty four dollars and fifty cents (\$3,954.50) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants and conveys to the City of Gillette, Wyoming, a municipal corporation and city of the first class ("Grantee"), their heirs, administrators, successors, executors, legal representatives, and assigns for perpetual use, in the following described tract(s) of land, a Permanent Access and Utility Easement, more particularly described as follows:

A PERMANENT ACCESS AND UTILITY EASEMENT OVER A
PORTION OF LOT 79 OF THE COLLINS HEIGHTS
SUBDIVISION FIRST EXTENSION AS RECORDED IN BOOK
1, PAGE NUMBER 186, FOLDER 94 IN THE OFFICE OF THE
RECORDER OF CAMPBELL COUNTY, WYOMING. BEING
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID
LOT NUMBER 79 AND AN IRON PIPE, THENCE S 89° 13' 06"
E ALONG THE SOUTH LINE OF SAID LOT, 101.33 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUING S 89°
13' 06" E ALONG SAID SOUTH LOT LINE 30.30 FEET TO THE
WEST LINE OF AN EXISTING ACCESS AND UTILITY
EASEMENT; THENCE N 08° 47' 24" E ALONG THE WEST
LINE OF SAID EASEMENT 117.84 FEET; THENCE N 81° 36'
30" W, 30.00 FEET; THENCE S 08° 47' 24" W 121.85 FEET TO
THE POINT OF BEGINNING, CONTAINING 3,595 SQUARE
FEET MORE OR LESS.

See Exhibit A – Lot 79 Collins Height First Extension Temporary and Permanent Access and Utility Easements.

TO HAVE AND TO HOLD this Permanent Access and Utility Easement across the above-described land for the purpose of a Permanent Access and Utility Easement upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, including but not limited to 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, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the Grantee shall, upon written notice from the Grantor, remove or relocate at its own expense the above-described easement.
2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of Grantee's rights under this grant of easement shall revert to the Grantor or its assigns, the same as if this grant had never been made. Should this easement be abandoned by the Grantee, the above-described tract of land shall be returned to a condition satisfactory to the Grantor.
3. For record keeping purposes only, any transfer in ownership of the benefited property, or any change of name or mailing address of the owner of this easement, shall be reported to the City of Gillette, Wyoming within thirty days (30) of the transfer or change.

The City of Gillette does not waive its governmental immunity by entering into this agreement and specifically retains immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law(s).

IN TESTIMONY WHEREOF, the Gillette City Council has caused this instrument to be signed by its Mayor and by its Clerk, and its seal to be affixed on the ____ day of _____, 2018.

Grantor:

Renetta M. Scacchitti
Renetta M. Scacchitti

STATE OF Nevada)
) ss.
County of Clark)

The above and foregoing instrument was acknowledged before me by Renetta M. Scacchitti, this 10th day of September, 2018.

Witness my hand and official seal.

My Commission Expires: 7/12/21

Samantha Shelley
Notary Public

Grantee: City of Gillette

Louise Carter King, Mayor

(SEAL)
ATTEST:



Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Louise Carter King, Mayor, City of Gillette, this ____ day of _____, 2018.

Witness my hand and official seal.

My Commission Expires:

Notary Public

City Attorney's Office Approval as to Form:

Anthony Reyes, City Attorney

Temporary Construction Easement Number 1
City of Gillette, Wyoming and
Renetta M. Scacchitti

Renetta M. Scacchitti, 3305 Shipmate Drive, Las Vegas, NV 89117 ("Grantor"), for and in consideration of four hundred three dollars and twenty six cents (\$403.26) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants and conveys to the City of Gillette, Wyoming, a municipal corporation and city of the first class ("Grantee"), their heirs, administrators, successors, executors, legal representatives, and assigns for use, in the following described tract(s) of land, a Temporary Construction Easement, more particularly described as follows:

A TEMPORARY CONSTRUCTION EASEMENT OVER A
PORTION OF LOT 79 OF THE COLLINS HEIGHTS
SUBDIVISION FIRST EXTENSION AS RECORDED IN BOOK
1, PAGE NUMBER 186, FOLDER 94 IN THE OFFICE OF THE
RECORDER OF CAMPBELL COUNTY, WYOMING. BEING
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID
LOT NUMBER 79 AND AN IRON PIPE, THENCE S 89° 13' 06"
E, 151.82 FEET ALONG THE SOUTH LINE OF SAID LOT;
THENCE N 08° 47' 24" W, 115.16 FEET TO THE POINT OF
BEGINNING, LYING ON THE EAST SIDE OF AN EXISTING
20 FOOT ACCESS AND UTILITY EASEMENT; THENCE N 08°
47' 24" W, 14.32 FEET MORE OR LESS ALONG THE EAST
SIDE OF SAID EASEMENT, TO THE NORTH LINE OF SAID
LOT; THENCE S 89° 11' 31" E ALONG SAID NORTH LINE,
134.88 FEET; THENCE S 08° 47' 24" E 32.12 FEET; THENCE N
81° 36' 30" W, 133.57 FEET TO THE POINT OF BEGINNING,
CONTAINING 3,102 SQUARE FEET MORE OR LESS.

See Exhibit A – Lot 79 Collins Height First Extension Temporary and Permanent Access and Utility Easements.

TO HAVE AND TO HOLD this Temporary Construction Easement across the above-described land for the purpose of a Temporary Construction Easement upon and within which to repair a twelve-inch sanitary sewer main, construct a drainage system, and regrade a slope on the above described tract(s) of land in the Collins Height Subdivision, Gillette, Wyoming ("Project"). Grantee, their heirs, administrators, successors, executors, legal representatives, and assigns, shall have the right of ingress and egress, and the right to temporarily operate, and park machinery upon the tract(s) of land described above during the Project. The easement includes an immediate right to use the tract(s) of land described above to survey, lay-out, prepare, construct, and complete the entire Project, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the Grantee shall, upon written notice from the Grantor, remove or relocate at its own expense the above-described easement.
2. Upon completion of the Project, all of Grantee's rights under this grant of Temporary Construction Easement shall revert to the Grantor or its assigns, the same as if this grant had never been made. Grantee shall restore the surface and any improvements damaged and any adjacent areas disturbed during the Project to a condition substantially equal to the condition of the disrobed or damaged areas before the Project.
3. For record keeping purposes only, any transfer in ownership of the benefited property, or any change of name or mailing address of the owner of this easement, shall be

reported to the City of Gillette, Wyoming within thirty days (30) of the transfer or change.

The City of Gillette does not waive its governmental immunity by entering into this agreement and specifically retains immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law(s).

IN TESTIMONY WHEREOF, the Gillette City Council has caused this instrument to be signed by its Mayor and by its Clerk, and its seal to be affixed on the ___ day of _____, 2018.

Grantor:

Renetta M. Scacchitti
Renetta M. Scacchitti

STATE OF Nevada)
) ss.
County of Clark)

The above and foregoing instrument was acknowledged before me by Renetta M. Scacchitti, this 12th day of September 2018.

Witness my hand and official seal.

My Commission Expires: 7/12/21

Samantha Shelley
Notary Public

Grantee: City of Gillette

Louise Carter King, Mayor

(S E A L)
ATTEST:



Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Louise Carter King, Mayor, City of Gillette, this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission Expires:

Notary Public

City Attorney's Office Approval as to Form:

Anthony Reyes, City Attorney

Temporary Construction Easement Number 2
City of Gillette, Wyoming and
Renetta M. Scacchitti

Renetta M. Scacchitti, 3305 Shipmate Drive, Las Vegas, NV 89117 ("Grantor"), for and in consideration of thirty four dollars and eighty cents (\$34.80) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants and conveys to the City of Gillette, Wyoming, a municipal corporation and city of the first class ("Grantee"), their heirs, administrators, successors, executors, legal representatives, and assigns for use, in the following described tract(s) of land, a Temporary Construction Easement, more particularly described as follows:

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PORTION OF LOT 79 OF THE COLLINS HEIGHTS
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LOT NUMBER 79 AND AN IRON PIPE, THENCE S 89° 13' 06"
E ALONG THE SOUTH LINE OF SAID LOT, 101.33 FEET;
THENCE N 08° 47' 24" W 121.85 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING N 08° 47' 24" E 7.66
FEET MORE OR LESS, TO THE NORTH LINE OF SAID LOT;
THENCE S 89° 11' 31" EAST ALONG SAID NORTH LINE,
30.29 FEET TO THE WEST SIDE OF AN EXISTING 20'
ACCESS AND UTILITY EASEMENT; THENCE S 08° 47' 24" W
ALONG THE WEST SIDE OF SAID EASEMENT 11.66 FEET;
THENCE N 81° 36' 30" W, 30.00 FEET TO THE POINT OF
BEGINNING, CONTAINING 290 SQUARE FEET MORE OR
LESS.

See Exhibit A – Lot 79 Collins Height First Extension Temporary and Permanent Access and Utility Easements.

TO HAVE AND TO HOLD this Temporary Construction Easement across the above-described land for the purpose of a Temporary Construction Easement upon and within which to repair a twelve-inch sanitary sewer main, construct a drainage system, and regrade a slope on the above described tract(s) of land in the Collins Height Subdivision, Gillette, Wyoming ("Project"). Grantee, their heirs, administrators, successors, executors, legal representatives, and assigns, shall have the right of ingress and egress, and the right to temporarily operate, and park machinery upon the tract(s) of land described above during the Project. The easement includes an immediate right to use the tract(s) of land described above to survey, lay-out, prepare, construct, and complete the entire Project, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the Grantee shall, upon written notice from the Grantor, remove or relocate at its own expense the above-described easement.
2. Upon completion of the Project, all of Grantee's rights under this grant of Temporary Construction Easement shall revert to the Grantor or its assigns, the same as if this grant had never been made. Grantee shall restore the surface and any improvements damaged and any adjacent areas disturbed during the Project to a condition substantially equal to the condition of the disrobed or damaged areas before the Project.

3. For record keeping purposes only, any transfer in ownership of the benefited property, or any change of name or mailing address of the owner of this easement, shall be reported to the City of Gillette, Wyoming within thirty days (30) of the transfer or change.

The City of Gillette does not waive its governmental immunity by entering into this agreement and specifically retains immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law(s).

IN TESTIMONY WHEREOF, the Gillette City Council has caused this instrument to be signed by its Mayor and by its Clerk, and its seal to be affixed on the ___ day of September, 2018.

Grantor:

Renetta M. Scacchitti
Renetta M. Scacchitti

STATE OF Nevada)
) ss.
County of Clark)

The above and foregoing instrument was acknowledged before me by Renetta M. Scacchitti, this 12th day of September 2018.

Witness my hand and official seal.

My Commission Expires: 7/12/21

Samantha Shelley
Notary Public

Grantee: City of Gillette

Louise Carter King, Mayor

(SEAL)
ATTEST:



Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Louise Carter King, Mayor, City of Gillette, this _____ day of _____ 2018.

Witness my hand and official seal.

My Commission Expires:

Notary Public

City Attorney's Office Approval as to Form:

Anthony Reyes, City Attorney

