

AGREEMENT FOR WATER PIPELINE EASEMENT

Agreement made the 19th day of January, 2005, between **Kenneth A. Anderson, as Trustee of The Kenneth A. Anderson Revocable Trust, dated October 24, 2000**, to whom reference is made hereinafter as "Grantor", which expression shall be deemed to include his heirs and assigns, and **Teresa D. Barker, formerly known as Teresa D. Kaul, Trustee of the Teresa D. Kaul Trust under agreement dated September 2, 1994**, to whom reference is made hereinafter as "Grantee", which expression shall be deemed to include her heirs and assigns.

Recitals

- A. The Grantor is the owner of two parcels of land described as follows:

PARCEL 1

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 28, thence S00°09'42"W, 20.69 feet along the east line of said Section 28 to a point, said point being the southwest corner of a tract of land described in Book 379 of Deeds, Page 632; thence S89°15'15"W, 1312.56 feet along the south line of said tract described in Book 379 of Deeds, Page 632, to the southwest corner of said tract, said corner also being the southeast corner of a tract of land described in Book 379 of Deeds, Page 632; thence S89°02'50"W, 716.41 feet along the south line of said tract described in Book 379 of Deeds, Page 632, to a point; thence N00°01'33"E, 26.73 feet to a point, said point being the southwest corner of a tract of land described in Book 423 of Deeds, Page 583; thence N89°21'06"E, 2028.82 feet along the south line of said tract described in Book 423 of Deeds, Page 583, and said north line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ to the POINT OF BEGINNING of said tract.

PARCEL 2

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the east quarter corner of said Section 28; thence S89°21'06"W, 441.52 feet along the south line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to a point; thence N00°09'43"E, 5.99 feet to a point, said point being the southeast corner of a tract of land described in Book 423 of Deeds, Page 583; thence S89°52'17"E, 441.48 feet along the south line of a tract of land described in Book 164 of Deeds, Page 314 to the point of beginning of said tract.

Said tract contains 1322 square feet of land, more or less.

Basis of Bearing is Wyoming State Plane (East Central Zone).

- B. The Grantee is the owner of a certain other parcel of land described as follows:

A tract of land situated in the NE $\frac{1}{4}$ of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 28, said point being the point of beginning of said tract; thence S89°21'06"W, 2028.82 feet along the south line of said NE $\frac{1}{4}$ to a point; thence N00°53'39"W, 1407.52 feet to a point; thence N89°06'35"E 514.00 feet to a point; thence N81°18'38"E, 606.48 feet to a point, said point lying on the southerly line of a tract of land described in Book 371 of Deeds,

Page 240; thence S49°07'14"E, 659.43 feet along said southerly line to a point, said point being the northwest corner of a tract of land described in Book 388 of Deeds, Page 72; thence S00°09'31" W, 1035.47 feet along the west line of said tract described in Book 388 of Deeds, Page 72 and Book 164 of Deeds, Page 314, to a point, said point being the southwest corner of said tract described in Book 164 of Deeds, Page 314; thence S89°52'17"E, 441.48 feet along the south line of said tract described in Book 164 of Deeds, Page 314, to the point of beginning of said tract.

EXCEPTING that parcel described above as "Parcel 2" belonging to the Grantors herein.

- C. A water pipeline to supply the above-described premises of Grantee is situated on Grantor's property, described above. Maintenance of said water pipeline will necessitate Grantee's use of Grantor's property where the water pipeline is situated and the surrounding narrow portion of Grantors' property.

Agreement

NOW, THEREFORE, in consideration of the above and foregoing, and in further consideration of the conveyance by Grantee to Grantor of the property described above as "Parcel 2" of Grantor's property, and other good and valuable consideration, Grantor does hereby grant unto the Grantee, and to her heirs, successors in interest, and assigns, the nonexclusive right, privilege and easement to construct, maintain, operate and repair a 2-inch water pipeline (hereinafter "water line") as Grantee may require on, over, under, across and through a strip of land six (6) feet in width across the following described land situated in the County of Sheridan, State of Wyoming, to-wit:

A strip of land six (6) feet wide and situated in the SE¼NE¼ and NE¼SE¼ of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, the northerly line of said strip being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 28; thence N89°52'17"W, 441.48 feet along the south line of a tract of land described in Book 164 of Deeds, Page 314, to the **POINT OF TERMINUS** of said strip.

The approximate location of the easement is shown on the attached plat, Exhibit "A," covering a distance of approximately 441.48 feet, more or less.

The 6-foot wide right-of-way easement being granted herein shall be located 3 feet either side of the centerline of the water line as the same is located after construction. The water line shall be constructed along the route described above.

TO HAVE AND TO HOLD unto the Grantee, so long as such line and appurtenances thereto shall be claimed, utilized or maintained by Grantee. It is the intention of the parties hereto that the Grantor reserves the right to, and may continue to, use the surface of the easement strip conveyed hereby at all times for all agricultural purposes, or ingress and egress as the Grantor's driveway, subject to the Grantee's use of it to repair and maintain the water line under the terms of this agreement.

It is further agreed as follows:

1. The water line was, at the time of construction thereof, buried to a depth of 72 inches, and shall remain buried to such a minimum depth. If rocks in excess of 3 inches in diameter are unearthed during any excavation by the Grantee, those rocks shall be buried or otherwise disposed of so that they are not left on the surface of the Grantor's land.
2. In addition to the consideration paid for this easement, Grantee shall pay for any damages to or replacement of Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities. In addition, if repair or maintenance is

performed on the water line, Grantee shall replace and restore the then-existing road with enough of the same type and grade of material, and compact the same, in a workmanlike manner to the condition it was in immediately prior to such work, to ensure a suitable road, free of subsidence and rutting. In the event repair or maintenance of the water line is required, such work must be completed in a reasonably timely manner, and the Grantor's road must remain continuously passable by motor vehicle traffic during the time period required for such work.

3. Grantee shall restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, repair, maintenance or operation of said water line under and through the above-described land. Grantee shall not allow any trash, garbage or rubbish to be left on Grantor's premises, and in exercising Grantee's right to maintain the water line, the Grantee shall stay on well-travelled or improved roads.

4. Grantee agrees to provide notification to Grantor prior to entry upon the premises for construction, repair or maintenance of the initial water line, or any additional water lines that may be later agreed to in writing by the Grantor.

5. The exact location and dimensions of the easement conveyed herein shall be established by an as-built survey. Such survey shall be recorded upon its completion and shall become a part hereof when it is filed as Exhibit "B", attached hereto and made a part hereof. The Grantee shall not locate the water line or any associated facilities (meter pit, curb stop, etc.) so as to conflict with or interfere in any way with any existing road or improvements of any kind of the Grantor. The Grantee shall keep the water line confined to the area granted under this easement. The Grantee agrees that Grantor shall in no manner be responsible for any damage to any water line, or its associated facilities, located at any time by Grantee, whether or not such damage is caused by Grantor's negligence. Grantee will stay on the easement in conducting her activities. Provided, however, the Grantee shall be entitled to an additional ten feet (10') to the south of the easement granted herein, solely for the purposes of repair or maintenance of the water line.

6. This water line shall be used solely for the purposes of supplying water to the Grantee for two (2) single family dwellings and outbuildings only. Grantee shall install not more than one 2-inch water line, one meter pit and one curb stop in its initial construction. In the event that the Grantee, at any time after the initial construction, shall desire to construct and install one or more additional water lines within her easement strip, the then owner of the land subject to this easement must consent to the same in writing and shall be entitled to receive additional consideration for each additional construction and installation. The precise amount of consideration to be paid for the additional line shall be determined at that time by mutual agreement of the parties, but shall be at least as much as that consideration agreed to in this agreement.

7. The Grantor hereby agrees that the payments herein provided are acknowledged by the Grantor as sufficient and in full satisfaction for damages caused or created by reason of the reasonable and customary entry, rights of way, construction, operation and use of the water line, together with equipment, appurtenances and apparatus attendant thereon, but do not include damage to livestock, buildings, fences or other improvements, or injury or death to persons.

8. Grantor makes no warranty of title or otherwise in entering into this agreement; provided, however, if it is determined that the Grantor does not have the right to authorize Grantee to use the lands affected by this agreement for the purposes set forth herein, then Grantee's sole remedy shall be to recover from Grantor those payments for the rights which Grantor did not have the right to grant to Grantee.

9. Grantee agrees to fully restore the surface of the land, as nearly as can reasonably be accomplished, to the same contour, grade and condition as prior to her operations.

10. Grantee shall indemnify and hold Grantor harmless from any and all liabilities or claims by any person for personal injury, death, property damage, or otherwise, arising out of Grantee's operations or use of the lands affected by this agreement.

11. Grantee releases, waives and discharges Grantor from all liability to Grantee from any and all loss or damages, whether or not caused by the negligence of Grantor, while Grantee is on Grantor's property.

12. No dogs, firearms, weapons, alcoholic beverages, controlled substances, or hunting of any kind shall be allowed on Grantor's property without Grantor's prior written consent, and Grantee shall notify all of its contractors, agents and employees of such.

13. The Grantee agrees to reimburse the Grantor for all reasonable professional fees and expenses incurred by the Grantor in consummating this agreement, including but not limited to attorney's and surveyor's fees and expenses. In the event of default by the Grantee under this agreement, the Grantee shall pay all of the Grantor's costs and expenses incurred in enforcing this agreement, including but not limited to a reasonable attorney's fee, whether incurred by filing suit or otherwise.

14. The easement granted herein shall continue so long as it is used for the transportation of water by Grantee, her successors and assigns, in compliance with the terms of this agreement. Upon termination of this easement, Grantee shall provide Grantor with a reasonable release of the rights granted under this agreement.

15. Any notices required by this agreement may be mailed by one party to the other at the address set forth below or as changed by written notice to the other party. The notice shall be complete and the time specified therein begin to run when it is deposited in a United States Post Office, duly addressed to the receiving party, certified mail return receipt requested, postage prepaid.

For the purpose of notice, the Grantor's address shall be:

Kenneth A. Anderson
Box 281
Big Horn, WY 82833

For purposes of notice, the Grantee's address shall be:

Teresa D. Barker
P. O. Box 672
Big Horn, WY 82833

16. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between the Grantor and the Grantee or their agents.

17. This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the Grantee, her heirs, successors in interest and assigns.

18. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

DATED this 19th January, 2005 day of ~~December~~, 2005.

GRANTOR:

THE KENNETH A. ANDERSON
REVOCABLE TRUST, DATED
OCTOBER 24, 2000

GRANTEE:

THE TERESA D. KAUL TRUST, UNDER
AGREEMENT DATED SEPTEMBER 2,
1994

By: Kenneth A. Anderson
Kenneth A. Anderson
Trustee

By: Teresa D. Barker
Teresa D. Barker, formerly known as Teresa D.
Kaul, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23rd day of December, 2004, by Kenneth A. Anderson, Trustee of The Kenneth A. Anderson Revocable Trust, dated October 24, 2000.

Witness my hand and official seal.



John F. Araas
Notary Public

My Commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

ACKNOWLEDGMENT

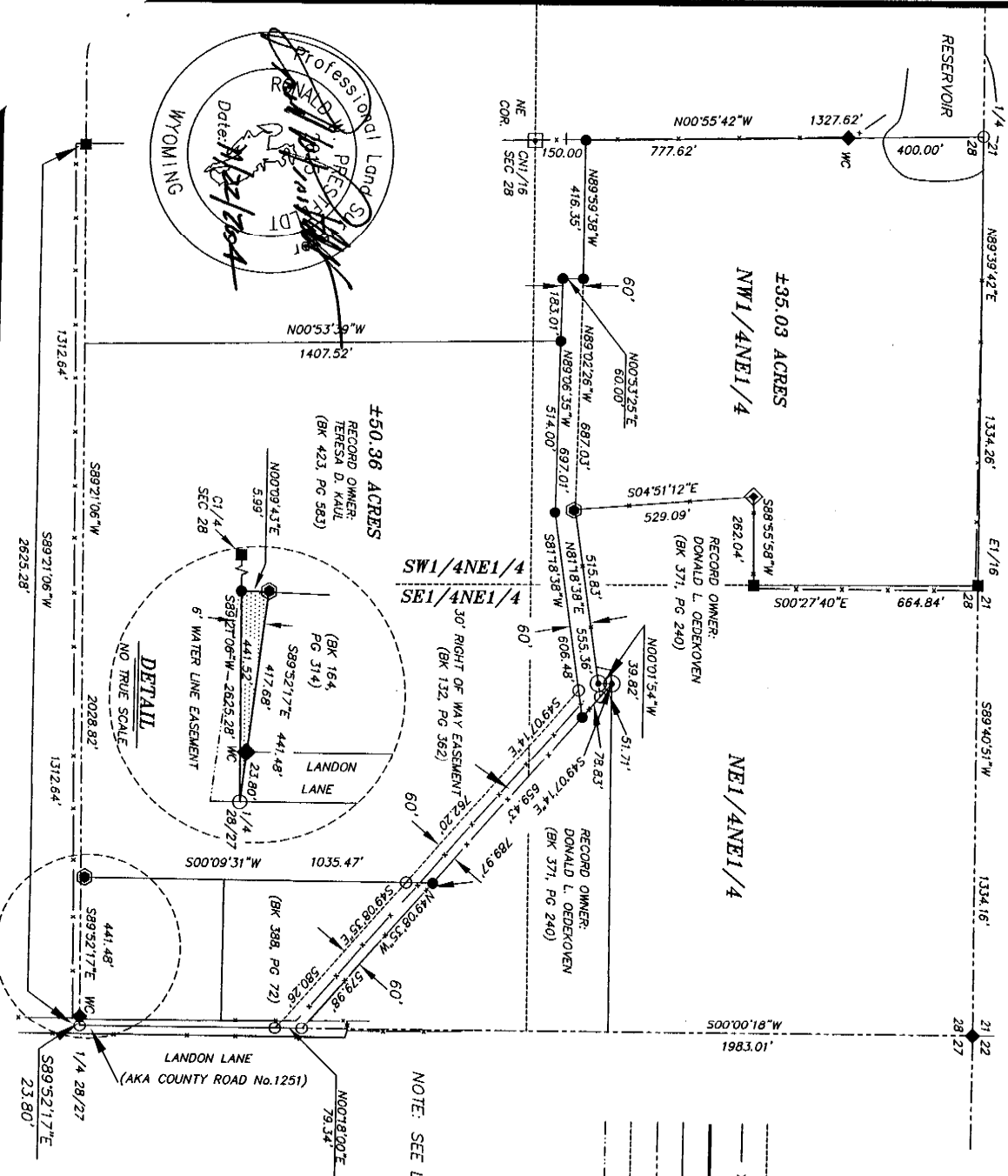
The foregoing instrument was acknowledged before me this 19th January, 2005 day of ~~December~~, 2004, by Teresa D. Barker, formerly known as Teresa D. Kaul, Trustee of the Teresa D. Kaul Trust, under agreement dated September 2, 1994.

Witness my hand and official seal.

John F. Araas
Notary Public

My Commission expires: 10-19-2008

Professional Land Surveyor
 PLS No. 1111
 Date: 11/22/2004
 WYOMING



NOTE: SEE LOT DIVISION PERMIT #97-034 A SHERIDAN COUNTY COURTHOUSE

SCALE: 1"=400'
 BASIS OF BEARINGS IS WYOMING STATE PLANE

RECORD OF SURVEY

CLIENT: TERESA D. KAUL
 11 MALLARD ROAD
 SHERIDAN, WY 82801

LOCATION: PORTION OF THE SE1/4NE1/4 OF
 SECTION 28, T55N, R84W, 6TH P.M.
 SHERIDAN COUNTY, WYOMING

LEGEND

- ◆ FOUND T BAR 1&1/2" ALUMINUM CAP PER LS 102
- ◆ RESET 3&1/4" ALUMINUM CAP ON 30" ROD PER LS 2615
- FOUND 1&1/2" ALUMINUM CAP PER LS 102
- FOUND/SET 1&1/2" ALUMINUM CAP ON 5/8" REBAR PER LS 2615
- FOUND 3&1/4" ALUMINUM CAP PER LS 2615
- FOUND 2&1/2" ALUMINUM CAP PER LS 6594
- NOTHING FOUND/NOTHING SET
- FOUND 5/8" REBAR/SET 1&1/2" ALUMINUM CAP PER LS 2615
- INTERIOR SECTION LINE
- X — FENCE LINE
- BOUNDARY FOR THIS SURVEY
- PROPERTY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- 10' ACCESS EASEMENT
- MC WITNESS CORNER



381

PS
 RESTFELDT
 SURVEYING

PO BOX 3082
 SHERIDAN, WY 82801
 307-672-7415
 FAX 674-5000

JN: 23045
 DR: 2003/2003-450
 REVISED: NOVEMBER 22, 2003

EXHIBIT "A"