

RECORDED NOVEMBER 3, 1983 BK 279 PG 611 NO. 886327 MARGARET LEWIS, COUNTY CLERK

QUITCLAIM DEED AND  
PARTIAL TERMINATION OF AGREEMENT

Under an Agreement dated October 22, 1954 (the "Agreement") between John Budde ("Owner") and Holly Sugar Corporation ("Holly"), Budde granted to Holly, among other things, the right to transport water across certain parts of Sections 28 and 29 in Township 56 North, Range 84 West, Sheridan County, Wyoming. A copy of the Agreement marked Exhibit A is attached to and incorporated herein by reference.

That part of Sections 28 and 29 covered by the Agreement is presently owned by Donald H. Roberts and Ermal M. Roberts. The purpose of this quitclaim deed is to terminate Holly's rights under the Agreement with respect to Sections 28 and 29. However, this quitclaim deed does not affect, and Holly retains its rights under the Agreement with respect to, Section 20 and 21 in Township 56 North, Range 84 West.

Therefore, in consideration of two peppercorns and other valuable consideration, the receipt of which is acknowledged, HOLLY SUGAR CORPORATION quitclaims to DONALD H. ROBERTS and ERMAL M. ROBERTS all of its right, title and interest in Sections 28 and 29, Township 56 North, Range 84 West, Sheridan County, Wyoming, and terminates that part of the Agreement pertaining to Sections 28 and 29, Township 56 North, Range 84 West, Sheridan County, Wyoming.

Dated: Oct 3, 1983.

HOLLY SUGAR CORPORATION

By John L. Bushnell  
President

ATTEST:

[corporate seal]

J. H. Evans  
Secretary



THIS AGREEMENT was entered into this 22<sup>nd</sup> day of October, A. D. 1924, by and between JOHN BODDS, hereinafter designated as "OWNER" and the HOLLY SUGAR CORPORATION, of Colorado Springs, Colorado, hereinafter designated as "HOLLY."

WITNESSETH: That

WHEREAS, the Owner has, of even date herewith, entered into a contract of purchase with Holly for certain lands in Sheridan County, Wyoming, including, with other lands, the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20 and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 21, E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 29, W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 20, Township 56 North, Range 84 West, and

WHEREAS, there is situated in the North 350 feet of the South 600 feet of W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21 and the North 150 feet of the South 600 feet of the East 300 feet of NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, Township 56 North, Range 84 West of the 6th P.M., a certain auxiliary reservoir consisting of approximately 3.5 acres, together with the established intake for said reservoir and the withdrawal laterals from same, which withdrawal laterals extend in a general easterly direction over the N $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 21 to retained lands of the Holly described as follows:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  and a tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  described as beginning at the Northeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence South along the East line of SW $\frac{1}{4}$ SE $\frac{1}{4}$  a distance of 315.6 feet; thence S. 56°30' W. a distance of 204.5 feet; thence S. 26°00' W. a distance of 490 feet; thence S. 36°00' W. a distance of 500 feet to the South line of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence West along the South line of SW $\frac{1}{4}$ SE $\frac{1}{4}$  a distance of 661 feet to the Southwest corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence West along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  a distance of 1038 feet; thence North a distance of 227 feet; thence N. 36°43' E. a distance of 95 feet; thence North a distance of 80 feet; thence N. 56°00' W. a distance of 400 feet to the West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence North along the West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$  to the northwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence East along the north line of SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  to the point of beginning, all in Section 21, T. 56 N., R. 84 W., 6th P.M. and containing an area of 146.6 acres, including public road rights of way.

WHEREAS, Holly desires to retain storage and withdrawal rights from the aforesaid described reservoir for the purpose of assuring it of a sustained and even flow of irrigating water to its said lands in said Section 21, and the Owner herein has agreed to give and grant unto the Holly a right for the use of said reservoir, which said right

shall not be an exclusive one; it is the intention of this Agreement that said reservoir shall be used jointly by the parties hereto, and

WHEREAS, Holly has heretofore taken and used certain overflow water from the City reservoir of the City of Sheridan, Wyoming, situated in the NE $\frac{1}{4}$  of Section 29, Township 50 North, Range 84 West, and transported same in a northeasterly direction by existing and established ditches across the NE $\frac{1}{4}$  and ENE $\frac{1}{4}$  of Section 29 and W $\frac{1}{2}$  of Section 20, Township 50 North, Range 84 West, and through the existing ditches onto the grounds of Sheridan Country Club, thence north across the Soldier Creek County Road by conduit onto the SE $\frac{1}{4}$  of Section 21 to the above described lands of Holly, and

WHEREAS, Holly desires to retain a right to use said overflow water from said City reservoir and carry and transport same across the lands as above described now sold to Owner, and the Owner has agreed to give and grant the right to take said water and the use of said existing ditches over his said lands as aforesaid, it being understood that the Owner shall have the right to take and use said City reservoir overflow water at all times when same is not being used by Holly,

NOW, THEREFORE, in consideration of the sum of One Dollar paid by the Holly to the Owner, and the mutual promises and covenants as herein provided, the Owner does hereby grant, assign and set over to the Holly Sugar Corporation, the right for the use of the lands covered by aforesaid auxiliary reservoir, together with the necessary intake and outlet ditches for the storage of Holly's irrigating water for use on its retained lands in said Section 21, and Owner also gives and grants a license to said corporation to use existing ditches to take and carry said overflow water from the said City of Sheridan, Wyoming, reservoir through the existing ditches for use on Holly's retained lands, subject to Owner's right to use same as above set forth, said right and easement being a covenant running with the lands herein described.

The Owner has given the right to fully use and enjoy the  
aforesaid premises except as to the rights herein granted, and  
Holly hereby agrees to hold and save the Owner harmless from any  
and all damages arising from its use of the said reservoir, en-  
ment and rights of way for ditches herein granted and agrees to  
pay any damage or damages which may arise to the property, premises  
or rights of the Owner through Holly's use, occupation and posses-  
sion of the rights herein granted.

TO HAVE AND TO HOLD the said rights hereby granted unto  
the Holly, its successors and assigns, as a covenant running with  
the lands herein described.

THIS AGREEMENT to be binding upon the heirs, administrators,  
successors and assigns of the parties, and to constitute a covenant  
running with the lands herein described.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and  
seal and Holly Sugar Corporation has caused these presents to be  
executed by its \_\_\_\_\_ President and Secretary heretofore duly auth-  
orized.

Witness:

J. R. Pool

John Dudder  
OWNER

HOLLY SUGAR CORPORATION

[Signature]  
-President

Attest:

[Signature]  
Asst. Secretary

STATE OF WYOMING ) ss  
County of Sheridan )

On this 22nd day of October, A.D. 1954, before me personally  
appeared JOHN DUDDER, to me known to be the person described in and  
who executed the foregoing instrument and acknowledged that he ex-  
ecuted the same as his free act and deed.

Given under my hand and notarial seal the day and year in this  
certificate first above written.

My Commission expires:

May 13, 1957

Pearl G. Mapson  
Notary Public