

WATER LINE EASEMENT

The undersigned, **BEVERLEY WAGSTAFF CUTLER**, 2400 NW Arnott Lane Portland, Oregon 97229, **HUGH T. WAGSTAFF**, 6928 Russell, Overland Park, Kansas 66204, and **VELMA JUNE YOUNG**, 35517 State Hwy 194, La Junta, Colorado 81050 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to **H.E. KRANS**, 89 Fish Hatchery Road, Story, Wyoming 82842, **CLYDE** and **RENEE LARKINS**, husband and wife, P.O. Box 322, Story, Wyoming 82842, **GREG MADISON**, P.O. Box 645, Story, Wyoming 82842, **LENORA REDMAN** and **KELLY REDMAN**, joint tenants with rights of survivorship, **CHRIS SARE**, P.O. Box 575, Story, Wyoming 82842, **CHRISTOPHER** and **JOY PARIS**, husband and wife, 42 Lodore Avenue, Story, Wyoming 82842, **DOUGLAS** and **ANDREA MADISON**, husband and wife, P.O. Box 69, Story, Wyoming 82842 ("Grantee"), and to their successors and assigns, an easement ten (10) feet in width for the purpose of installing and maintaining a water line, which easement is more particularly described on Exhibit "A", attached hereto.

The Easement conveyed hereby crosses and burdens certain lands presently owned by Grantor, described as a parcel of land lying in the SE1/4SE1/4 of Section 7, Township 53 North, Range 83 West, Sheridan County, Wyoming, to-wit:

That certain parcel of land described as follows: Beginning at a point 405 feet north and 30 feet east of the section corner to Section 7, 8, 17 and 18, Township 53 North, Range 83 West, 6th P.M., thence west 140 feet more or less to a public road, thence southeast with the angle of said road a distance of 170 feet more or less, to a point in the road, said point being 240 feet north and 85 feet west of said section corner common to Section 7, 8, 17 and 18, thence east 83 feet to a point 2 feet west of the section line between Section 7 and 8, thence north 110 feet, thence east 32 feet, thence north 55 feet to the place of beginning.

The easement granted hereby shall be subject to the following specific terms and conditions:

1. This easement is granted for the specific purpose of allowing Grantee to convey water, install, replace, repair and maintain irrigation facilities and an underground water line from Prairie Dog Ditch to Grantee's land, to the extent of Grantee's lawful existing water rights in the Prairie Dog Ditch.
2. Grantee shall provide reasonable notice to Grantor prior to entry upon Grantor's land for any maintenance and/or repair of the underground water line. Normal maintenance





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such as cleaning the headgate so water will flow through the line may be performed on an as needed basis.

3. Following any maintenance and/or repair of the water line, and, in any event, no later than thirty (30) days following the completion of such repair activities, Grantee shall fully restore the surface of the lands to as nearly as possible to the same contours as existed prior to such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches along the easement. Fences or other improvements damaged or destroyed as a result of Grantee's construction or operation shall be paid for by Grantee at replacement cost or replaced or repaired by Grantee at Grantor's request and discretion.

4. The easement created by this instrument shall not preclude Grantor's use of Grantor's property, except to the extent that Grantor shall not unreasonably obstruct the easement or otherwise interfere with Grantee's rights to use the easement for the purposes allowed by this instrument. In the event that Grantee's water pipe line is damaged or destroyed as a result of Grantor's construction or operation, such damage shall be paid for by Grantor at replacement cost or replaced or repaired by Grantor at Grantee's request and discretion.

5. Grantor makes no warranty of title or otherwise in entering into this easement and this easement is granted subject to all prior easements of record, if any.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

7. This Agreement may be executed in counterparts by the various parties hereto and the same shall be as effective and operative as if executed at once.

DATED effective September 1, 2010.

SIGNED COUNTERPARTS ATTACHED



Beverly Wagstaff Cutler
Beverley Wagstaff Cutler

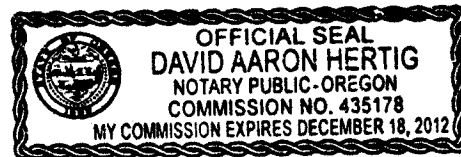
STATE OF OREGON)
) ss.
COUNTY OF Washington)

The foregoing Water Line Easement was acknowledged before me on the 27 day
of October, 2010, by Beverley Wagstaff Cutler.

WITNESS my hand and official seal.

[Signature]
Notary Public

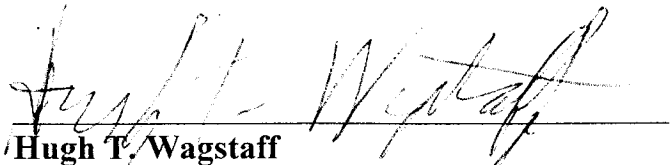
My commission expires: 12-18-2012






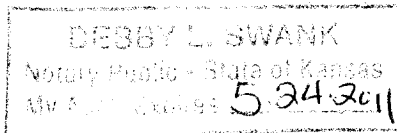
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Hugh T. WagstaffSTATE OF KANSAS)
COUNTY OF Johnson) ss.The foregoing Water Line Easement was acknowledged before me on the 26 day
of October, 2010, by Hugh T. Wagstaff.

WITNESS my hand and official seal.



Notary PublicMy commission expires: 5.24.2011

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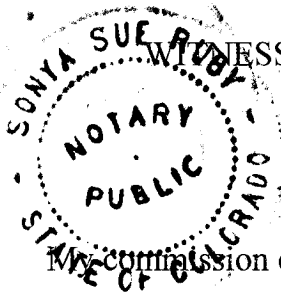
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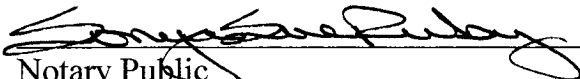

Velma June Young

STATE OF COLORADO)
) ss.
COUNTY OF Otero)

The foregoing Water Line Easement was acknowledged before me on the 22 day
of October, 2010, by Velma June Young.

WITNESS my hand and official seal.




Notary Public

My commission expires: 5-27-2013



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H.E. Krans
H.E. Krans

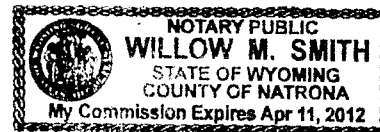
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 1 day
of November, 2010, by H.E. Krans.

WITNESS my hand and official seal.

Willow M. Smith
Notary Public

My commission expires: 4-11-12





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Clyde Larkins

Renee Larkins

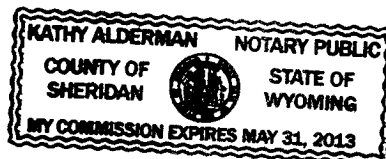
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 29 day
of October, 2010, by Clyde and Renee Larkins.

WITNESS my hand and official seal.

Notary Public

My commission expires: 5-31-13






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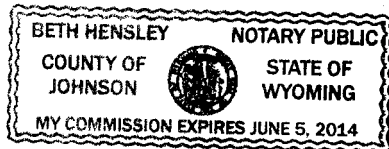


Greg Madison

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 22nd day
of October, 2010, by Greg Madison.

WITNESS my hand and official seal.





Notary Public

My commission expires: June 5, 2014



Lenora Redman

Kelly Redman

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

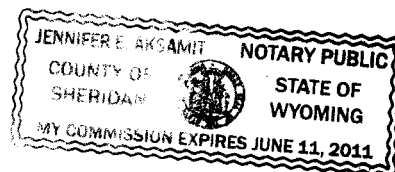
The foregoing Water Line Easement was acknowledged before me on the 31st day
of October, 2010, by Lenora Redman and Kelly Redman.

WITNESS my hand and official seal.



Notary Public

My commission expires: 6/11/2011

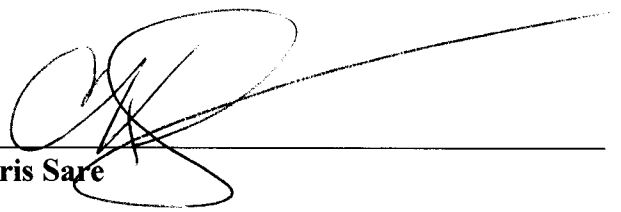




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Chris Sare

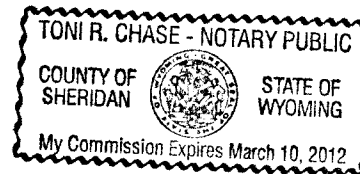
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 20th day of Oct, 2010, by Chris Sare.

WITNESS my hand and official seal.


Notary Public

My commission expires: 3/10/2012





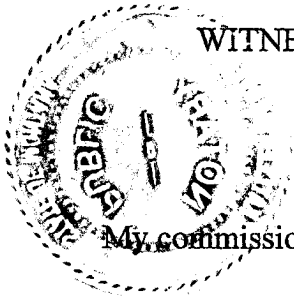
Christopher Paris

Joy Paris

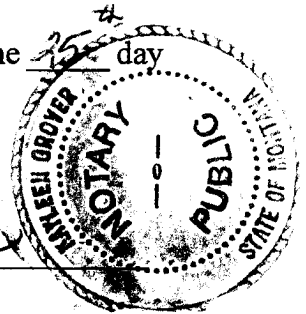
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 22nd day
of October, 2010, by Christopher and Joy Paris.

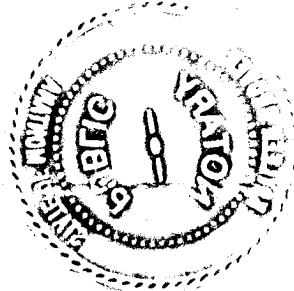
WITNESS my hand and official seal.



Notary Public



My commission expires: 2/26/2011





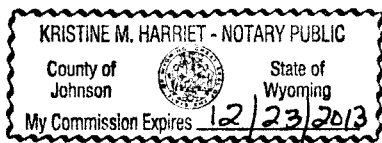
Douglas Madison

Andrea Madison

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Water Line Easement was acknowledged before me on the 19 day
of October, 2010, by Douglas and Andrea Madison.

WITNESS my hand and official seal.


Notary Public

My commission expires: December 23, 2013



Exhibit A to Water Line Easement

An irrigation pipeline easement located in the SE¼SE¼ of Section 7, Township 53 North, Range 83 West of the 6th Principal Meridian, Sheridan County, Wyoming, said easement lying 5.00 feet on both sides of the following described centerline:

Beginning at a point located N15°32'50"W, 322.88 feet from the southeast corner of said Section 7, said point being on the southerly bank of Prairie Dog Ditch; thence S52°05'07"E, 22.91 feet; thence S7°27'22"W, 23.72 feet; thence S50°44'49"E, 40.23 feet; thence N88°18'31"E, 38.45 feet to the point of ending, said point of ending being on the easterly line of a tract of land described in Sheridan County Book of Deeds No. 122, Page No. 114, lengthening or shortening the side lines of said easement to intersect property boundaries.