

**NOTICE OF EASEMENT AND RIGHT OF FIRST REFUSAL AGREEMENT**

STATE OF WYOMING     )  
                                      ) §  
COUNTY OF SHERIDAN   )

COMES NOW Kristy Lee Lewis, and after first being duly sworn upon her oath,  
does depose and state as follows:

1. That I am a resident of Sheridan County and the joint owner with my  
husband, Joseph Lewis, of the following described rural property:

A tract of land situated in the South half of  
Section 18, T55N, R83W, 6<sup>th</sup> P.M., Sheridan  
County, Wyoming, said tract being described  
as follows: Beginning at a point, said point  
being N03°07'33"W, 646.36 feet from the  
south quarter corner of said Section 18; thence  
N03°07'33"W, 669.15 feet to a point, said point  
lying on the south right-of-way of Hidden Hills  
Road; thence along said south right-of-way  
S80°03'33"E, 225.40 feet to a point; thence  
along said south right-of-way S39°24'47"E,  
478.80 feet to a point; thence along said south  
right-of-way S62°22'02"E, 32.75 feet to a point;  
thence leaving said south right-of-way  
S30°58'38"W, 234.68 feet to a point; thence  
S83°50'25"W, 400.06 feet to the point of  
beginning.

Together with all improvements situate thereon  
and all appurtenances thereunto appertaining  
or belonging.

Subject to all exceptions, reservations, rights-  
of-way, easements, covenants, restrictions,  
and rights of record and subject to any state of  
facts which would be disclosed by an accurate  
survey or physical inspection of the premises  
and subject to building and zoning regulations  
and city, state and county subdivision laws.

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2. I hereby declare that on July 28, 1983, I entered into an *Easement and Right of First Refusal Agreement* with Esther McWilliams, who was the owner of the adjoining property to ours in Sheridan County, described as follows:

A tract of land located in the S½SW¼ and NE¼SW¼ of Section 18 and NE¼NW¼ of Section 19, Township 55 North, Range 83 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, described as follows:

Beginning at the North quarter corner of Section 19, thence North 3°25' West 1297.4 feet; thence North 80°05' West 410.6 feet; thence South 67°01' West 923.6 feet; thence South 35°57' West 311.0 feet; thence South 6°35' West 107.6 feet; thence south 14°50' East 144.7 feet; thence South 19°09' East 558.3 feet; thence South 3°43' East 214.7 feet; thence South 11°49' East 570.2 feet; thence South 4°59' West 320.2 feet; thence South 89°53' East 1175.8 feet; thence North 1°26' West 1114.9 feet to the point of beginning, said tract containing 70.2 acres, more or less.

SUBJECT TO all easements, rights of way and reservations of record.

3. The purpose of the agreement was to ensure the relative rights between the parties regarding the water well on Esther McWilliams's property which was being used for the property I now currently own along with Joseph Lewis.
4. The agreement was originally filed with the Wyoming State of Engineer's Office for the purpose of recording and preserving an easement for a water well on the above described real property.

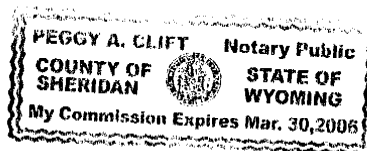
5. I have attached hereto and incorporated herein by reference a copy of the *Easement and Right of Refusal Agreement* and hereby give notice that the application for permit to appropriate ground water from said property which is on file at the Wyoming State Engineer's Office, permit # U.W. 65632.
6. Pursuant to the agreement, in paragraph 10, "the agreement shall be binding upon the heirs and assigns of the parties hereto".

DATED this 23 day of October, 2003.

Kristy Lee Lewis  
Kristy Lee Lewis

The foregoing instrument was subscribed and sworn to before me this 23<sup>rd</sup> day of October, 2003, by KRISTY LEE LEWIS.

Peggy A. Clift  
Notary Public  
My Commission Expires: 03/30/2006



MAY 02 1960

EASEMENT AND RIGHT OF FIRST REFUSAL AGREEMENT

COME NOW Esther McWilliams, a single woman, of Sheridan County, Wyoming. Grantor and John Ware and Kristy Ware, husband and wife, and Dona Mohan, Grantees, of

WITNESSETH: Whereas, the Grantor is the owner of the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO

Whereas, the Grantees own adjoining property and are desirous of obtaining water for use on their property by the drilling of a well, and have been unable to locate a source on their property.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Grantor does hereby give to Grantees an easement in, on and under the above described property for the purpose of locating, drilling and maintaining one water well and the supply line to Grantees property.
2. In consideration of the granting of the easement, it is agreed that the Grantor shall be entitled to share equally in any water obtained.
3. It is agreed that only one well shall be drilled, and Grantor shall be under no obligation to produce water, but shall attempt completion in a workmanlike manner using accepted standards and procedures for the drilling of water wells. Grantees shall be responsible for all costs of exploration for and drilling of and operation of the well and shall hire only a properly licensed and bonded drilling contractor. Grantees shall further defend and hold the Grantor harmless from all liens or claims asserted by any person or corporation arising from the said exploration, drilling and operation of the well.
4. Grantees shall not sell, dispose of, give, donate or transport water from the well to any other person or corporation for use on any other land.
5. Grantor, on behalf of herself, her heirs executors and

assigns, hereby specifically reserves the right to drill water wells on her property; provided, however, that no such well shall be drilled within one hundred feet of the well to be drilled by the Grantees. In the event that such wells shall diminish the well drilled by the Grantees, the Grantees shall have no claim whatsoever arising from such diminishment.

6. It is further agreed that the Grantor shall give to the Grantees the first opportunity to purchase the property subject to this easement. If said property passes to the heirs of the Grantor, or is sold, this easement shall remain in full force and effect; however, the Grantees then shall not be required to furnish electric power, pressurization or control for the well for the benefit of the new owner of owners, and Grantees shall be entitled to no less than four (4) gallons of water per minute. Any surplus water may be used by the new owner or owners, provided they furnish the necessary separate metering, electricity, pressurization and controls for said surplus water.

7. Grantees shall furnish to Grantor one frost free faucet.

8. In the event that this agreement shall violate any statutes or regulation of the state of Wyoming or any other governing body within the said state, then this agreement shall be void and of no effect.

9. Should it become necessary for any party to this agreement to initiate litigation in order to enforce any terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

10. It is further agreed that this agreement shall be binding upon the heirs and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of July, 1983

Eather M. Williams  
Eather M. Williams

John Ware  
John Ware

Kristy Ware  
Kristy Ware

Dona Mohan  
Dona Mohan

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MICROFILMED  
FBI/DOJ

STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 1983, by DONA M. MOHAN.

Witness my hand and official seal.

Betty A. Peruchowski  
Notary Public

My commission expires:  
March 6, 1986

STATE OF WYOMING )  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 2nd day of ~~July~~, 1983, by ESTHER McWILLIAMS, JOHN WARE, AND KRISTY WARE. August

Witness my hand and official seal.

M. L. Archibald  
Notary Public

My commission expires:  
June 18, 1986

WM 112 342

A tract of land located in the S4SW4 and NE4SW4 of Section 18 and NE4NW4 of Section 19, Township 55 North, Range 83 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the North quarter corner of Section 19, thence North 3°25' West 1297.4 feet; thence North 80°05' West 410.6 feet; thence South 67°01' West 923.6 feet; thence South 35°57' West 311.0 feet; thence South 6°35' West 107.6 feet; thence South 14°50' East 144.7 feet; thence South 19°09' East 558.3 feet; thence South 3°43' East 214.7 feet; thence South 11°49' East 570.2 feet; thence South 4°59' West 320.2 feet; thence South 89°53' East 1175.8 feet; thence North 1°26' West 1114.9 feet to the point of beginning, said tract containing 70.2 acres, more or less.

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EXHIBIT A

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