

IRRIGATION EASEMENT

Emerson W. Scott, III, a single person, **GRANTOR**, of Sheridan County, State of Wyoming, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged and subject to the terms and conditions as set forth below, does hereby GRANT and CONVEY to the Canon Ditch Company, a Wyoming Non-Profit Corporation, **GRANTEE**, whose address is PO Box 450, Dayton, WY 82836, non-exclusive easements for construction, operation and maintenance of the Canon Pipeline and appurtenances for conveyance of irrigation water upon and across the following described real property:

A strip of land located within a certain tract of land described by warranty deed recorded in Bk. 480, Pg. 0464 of Deeds in the office of Sheridan County Clerk, said tract located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 1, Township 56 North, Range 87 West of the 6th Principal Meridian, Sheridan County, Wyoming, all in accordance with the Record of Survey Map recorded in Drawer A, Plat No. 397 referenced hereto and made a part hereof, said strip of land being fifteen (15) ft. wide lying 7.50 ft. each side of the following described Canon Pipeline centerline:

beginning at a point on the south line of said tract, N 69° 39' 53" E a distance of 670.24 ft. from the W $\frac{1}{4}$ corner of said Section 1, said W $\frac{1}{4}$ corner monumented with a GLO Brass Cap; thence along said Canon Pipeline centerline the following bearings and distances –

thence N 22° 56' 20" E a distance of 7.50 ft.;
thence S 67° 03' 40" E a distance of 120.34 ft.;
thence N 21° 33' 02" E a distance of 393.14 ft., which point lies N 57° 47' 19" E a distance of 1047.91 ft. from said W $\frac{1}{4}$ corner.

Said strip of land contains 0.18 acres, more or less.

Also a strip of land being fifteen (15) ft. wide lying 7.50 ft. each side of the following described Canon Pipeline centerline:

beginning at a point on the south line of said tract, N 62° 27' 52" E a distance of 595.64 ft. from the W $\frac{1}{4}$ corner of said Section 1, said W $\frac{1}{4}$ corner monumented with a GLO Brass Cap; thence along said Canon Pipeline centerline the following bearings and distances –

thence N 22° 56' 20" W a distance of 15.00 ft., which point lies N 61° 33' 29" E a distance of 607.29 ft. from said W $\frac{1}{4}$ corner.


Said strip of land contains 0.01 acres, more or less

TERMS AND CONDITIONS

1. Said easements are for the GRANTEE and their contractors for entry upon and use of the premises described above for the purpose of operating and maintaining said Canon Pipeline and appurtenances as may be necessary for the proper operation of said Pipeline and appurtenances. This includes the right to operate machinery upon this property for these purposes.
2. GRANTEE agrees to repair trench settlement, re-establish grass growth, repair fences and ditches crossed, and repair any buried pipes, electrical wires or other improvements owned by the GRANTOR that may be damaged by GRANTEE during construction, operation and/or maintenance of said Canon Pipeline.
3. This deed of easement shall be binding upon GRANTOR, his heirs and assigns, and shall be perpetual so long as the easement is used solely for the conveyance of irrigation water through the Canon Pipeline as regulated by the Wyoming State Board of Control.
4. This deed of easement is non-transferable by GRANTEE.

5. GRANTEE shall not relocate said Canon Pipeline without the expressed written consent of the GRANTOR.
6. Operation and maintenance of said Canon Pipeline and appurtenances is the sole responsibility of the Canon Ditch Company. Notice of maintenance activities will be given to GRANTOR no less than two weeks prior to start of work.
7. GRANTOR shall be held harmless from any legal actions or claims of any form that involve the easements conveyed by GRANTOR to GRANTEE, unless they are the result of the GRANTOR'S sole negligence.

DATED THIS 5 day of May, 2009.


Emerson W. Scott, III

STATE OF WYOMING)


)ss

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Emerson W. Scott, III this 5th day of May, 2009.

Witness my hand and official seal.




Notary Public

My Commission Expires: 5/27/2012