

RECORDED AUGUST 2, 1983 BK 277 PG 144 NO.878784 MARGARET LEWIS, COUNTY CLERK

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 Grantees 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 or 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 28th day of July, 1983

Esther McWilliams
Esther McWilliams

John Ware
John Ware

Kristy Ware
Kristy Ware

Dona Mohan
Dona Mohan

STATE OF COLORADO)
)
 COUNTY OF DENVER)

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

Witness my hand and official seal.

Brian C. Rosenbush
 Notary Public

My commission expires:

March 1986
 OF

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)

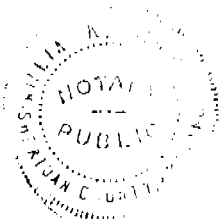
The foregoing instrument was acknowledged before me this 2nd day of ~~July~~, 1983, by ESTHER McWILLIAMS, JOHN WARE, AND KRISTY WARE. August

Witness my hand and official seal.

Ann K. Archibald
 Notary Public

My commission expires:

June 18, 1986



A tract of land located in the S½SW¼ and NE½SW¼ of Section 18 and NE½NW¼ 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.

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