

EASEMENT

IN CONSIDERATION of the payment of \$1,000.00, receipt of which is hereby acknowledged, and the covenants contained herein, the undersigned Grantor, **Michael J. Gazur**, grants to **Arnold B. Tschirgi and Loretta J. Tschirgi, husband and wife**, their heirs, successors and assigns, a perpetual easement, the location of which is hereinafter described, for the purposes of construction, use and maintenance of a water line, subject to the reservations and covenants herein provided: the said line to be buried a minimum of 5 feet in depth and to be constructed of PVC pipe no larger than 3 inches in diameter; said easement is located in the N1/2 SE1/4, Section 18, Township 57 North, Range 85 West of the 6th PM, Sheridan County, Wyoming and is 10 feet on each side of a centerline beginning at a point on the East line of said Section 18, said point being located South 0° 46' 6" West 658.55 feet from the E1/4 corner of said Section 18; thence North 65° 13' 24" West 178.63 feet to a point; thence North 44° 12' 2" West 136.04 feet to a point; thence North 64° 1' 10" West 304.65 feet to a point; thence North 71° 37' 41" West 413.24 feet to a point; thence South 86° 56' 57" West 144.92 feet to a point; thence North 69° 35' 29" West 119.34 feet to a point; thence North 47° 36' 47" West 332.30 feet to a point on the North line of the N1/2 SE1/4, said point also being on the South line of the Town of Ranchester water tank property.

By an instrument dated October 23, 1989 (a photocopy of which is attached hereto as an exhibit at page 3 and which is incorporated herein by this reference) the Grantor and his late wife, Anna Louise Gazur, granted an easement for the above-described water line, which instrument was not recorded (the "Unrecorded Easement"), but the water line as constructed did not follow the course set forth in the Unrecorded Easement. In consideration of Grantor executing this easement which describes the course of the water line as constructed, Arnold B. Tschirgi and Loretta J. Tschirgi, husband and wife, for themselves, their heirs, successors and assigns (hereinafter the "Grantee"), agree that: (a) Grantee forever indemnifies the Grantor, his heirs, successors and assigns (hereinafter the "Grantor") and saves him harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses related thereto (including, but not limited to, reasonable attorneys' fees and costs of defense), arising wholly, or in part, in connection with Grantee's maintenance or use of the water line described herein (including, but not limited to, damages arising from discharges of water). (b) Grantee abandons, releases, extinguishes, and quit claims to Grantor, forever, any and all rights or interest arising under the Unrecorded Easement, which is hereby agreed to be null and void. (c) Grantor reserves and retains unto Grantor the right, from time to time, to relocate the water line if Grantor deems it necessary for the construction of surface improvements (including, but not limited to, foundations, retaining walls, buildings, enclosures, vaults, septic systems, roadways, sidewalks, curb & gutter, culverts, gates, water, sewer, gas, electricity lines or installations, ditches, reservoirs, and canals) over the course of the water line easement, provided that the materials, labor, engineering, and machine hire costs of such relocation are borne by the Grantor and that Grantor pursues completion of the relocation in a reasonably timely manner (provided that the time for performance shall be extended due to delays from circumstances outside Grantor's control, including, but not limited to, weather, flood, earthquake and other acts of God, labor dispute, riot, civil disturbance, uprising, embargo, activity of armed forces, act of public enemy, or any action by the United States, State of Wyoming, Sheridan County, Town of Ranchester or other governmental authority). If Grantee's authorization, signature, consent, or

approval is necessary to secure any permits, licenses, approvals, authorizations, consents, or orders from any third party (including, but not limited to, federal, state, or county boards or bodies, municipalities, and government authorities) for such relocation, Grantee shall promptly cooperate with Grantor in providing same. Grantor shall give no fewer than thirty (30) days advance written notice of such relocation to Grantee to permit Grantee to prepare for the interruption of water line service. Upon completion of the relocation, Grantor shall execute an amendment to this easement setting forth the new path of the water line.

Dated this 31st day of August, 1995

Michael J. Gazur
Michael J. Gazur

Arnold B. Tschirgi
Arnold B. Tschirgi

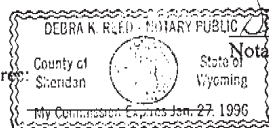
Loretta J. Tschirgi
Loretta J. Tschirgi

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Michael J. Gazur this 31st day of August, 1995.

Witness my hand and official seal.

My commission expires:



STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Arnold B. Tschirgi and Loretta J. Tschirgi, husband and wife, this 28 day of August, 1995.

Witness my hand and official seal.



My commission expires:

August 2, 1997

Lois M. Chambers
Notary Public

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EASEMENT

IN CONSIDERATION of the payment of \$1,000, receipt of which is hereby acknowledged, the undersigned Grantors grant to Arnold B. Tschirgi, his heirs, successors and assigns, a perpetual easement, the location of which is hereinafter described, for the purposes of construction, use and maintenance of a water line, the said line to be buried a minimum of 5 feet in depth and to be constructed of PVC pipe no larger than 3 inches in diameter; said easement is located in the N1/2SE1/4, Section 18, Township 57 North, Range 85 West of the 6th PM, Sheridan County, Wyoming and is 20 feet on each side of a centerline beginning at a point on the east line of said Section 18, said point being located South 0°46'6" West 800 feet from the E1/4 corner of said Section 18; thence North 69° 25'7" West 426.49 feet to a point; thence North 48° 56'43" West 822.19 feet to a point; thence North 79° 15'52" West 681.85 feet on a point on the North line of the N1/2SE1/4, said point also being on the South line of the City of Ranchester water tank property.

Dated this 23rd day of October, 1989.

Annie Louise Hagar

Michael J. Hagar

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by
Annie Louise Hagar and Michael J. Hagar
this 23rd day of October, 1989.

Witness my hand and official seal.

Arnold F. Tschirgi
Notary public

My commission expires:

October 15, 1993

1. Domestic At
O&A
Om. S.