

IRRIGATION EASEMENT AGREEMENT

This Irrigation Agreement is entered between Mary Kramer and P and P Enterprises, a Wyoming Limited Partnership on this 24 day of August, 2001.

RECITALS

1. P and P Enterprises, a Wyoming Limited Partnership is the owner of certain lands located in Sheridan County, Wyoming. P and P Enterprises intends to develop such property as a residential subdivision. The lands are more particularly set forth in a plat recorded in Drawer No. M Plat No. 56 in the office of the County Clerk and Ex-Officio Register of Deed of Sheridan County, Wyoming. Said plat is incorporated herein by reference and is defined as the Platted Property.
2. Mary Kramer has conveyed irrigation water across the Platted Property and has a historical easement for the conveyance of such irrigation water.

**In order to allow the development of the Platted Property, the parties agree as follows:**

3. Mary Kramer agrees to abandon her existing irrigation easement across the Platted Property.
4. P and P Enterprises conveys a new irrigation easement across the Platted Property as set forth in the plat. Said easement shall be for the conveyance of irrigation water attached and appurtenant to the following lands which receive irrigation water conveyed across the Platted Property:

Sheridan County, Wyoming

Township 55 North, Range 84 West, 6<sup>th</sup> P.M.

Section 3: SW1/4SE1/4; E1/2SE1/4SW1/4

## Section 10: NE1/4NW1/4NE1/4

Limited to those lands owned by Mary Kramer as of the date of execution of this Irrigation Easement Agreement and which receive irrigation water through the historical means of conveyance located within the Platted Property.

5. P and P Enterprises shall install an underground pipeline to convey water across the Platted Property. The pipeline shall be of sufficient size and design to convey a minimum of three cubic feet per second. The entrance of the pipeline shall be grated to prevent entrance by larger animals and children. The pipeline shall have installed appropriate measuring weir or other such measuring device such that the amount of water flowing through the pipeline can be determined.
6. P and P Enterprises or it assigns shall be responsible for the reasonable maintenance and repair of the pipeline. Upon notice, P and P Enterprises shall inspect for any defects within twenty four hours of such notice. During the irrigation season, reasonable repairs will be completed by P & P Enterprises within one week after receiving notice the necessity of such repairs. The irrigation season is defined as April 15 through October 1 of each year.
7. It is the intent of the parties that the rights and obligations of P & P Enterprises shall be assigned to the Lot owners of the Platted Property acting through an Architectural Control Committee. Accordingly, P & P Enterprises may at any time assign its rights and obligations under this agreement to the Lot owners acting through an Architectural Control Committee or other assign at any time. Upon such assignment, P & P Enterprises shall be free of any further rights and obligations contained in this Irrigation Agreement except as it may own Lots located within the Platted Property. Attachment of this Irrigation Easement Agreement to the Declaration of Protective Covenants for Mountain Shadows Subdivision and the

recording of such with the County Clerk of Sheridan County shall act as assignment of all rights and obligations of P & P Enterprises to the Lot Owners of the Platted Property. Such assignment of the rights and obligations shall be considered to be appurtenant to the Lots within the Platted Subdivision.

Dated this 24 day of Aug, 2001.

P and P Enterprises, A Limited Partnership

By:

Jack E. Pelissier

Attest:

NONE

Secretary

STATE OF WYOMING )

: ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 4th day of September, 2001, by Jack E. Pelissier, the President of P and P Enterprises, a Limited Partnership. Managing Partner

WITNESS my hand and official seal.



Helen M. Bakke  
Notary Public

My Commission Expires: \_\_\_\_\_

Mary Kraner  
Mary Kraner

STATE OF California )

County of Orange ) : ss.

The foregoing instrument was acknowledged before me this 24th day of August, 2001, by Julie C. Logan, Notary Public  
Mary Kraner, Individual

WITNESS my hand and official seal.

Julie C. Logan  
Notary Public

My Commission Expires: 10/6/04

