

RECORDED DECEMBER 13, 1972 BK 191 PG 365 NO 618004 B. B. HUME, COUNTY CLERK

AGREEMENT FOR RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this day  
by and between ROXY VARCALLI and ANNA VARCALLI, husband and  
wife, hereinafter called First Parties, and SPRING DRAW DITCH  
CO., a Wyoming Corporation, hereinafter called Second Party;

WITNESSETH, THAT:

WHEREAS, under date of October 29, 1971, Victor J.  
Slack and Jacqueline M. Slack, his wife, Tolbert K. Schrater  
and Lila M. Schrater, his wife, Carl Oedekoven and Anna  
Katherine Oedekoven, his wife, Roxy Varcalli and Anna Varcalli,  
his wife, and John F. Clendenen and Harriet M. Clendenen, his  
wife, made, executed and delivered to the Second Party, a Right-  
of-Way Easement for the ditch known as Spring Draw Ditch, across  
lands located in Sections 28 and 29, Township 55 North, Range  
84 West, Sixth Principal Meridian, Sheridan County, Wyoming,  
which Right-of-Way Easement was duly recorded on December 9,  
1971 in Book 184 of Deeds at Page 603 in the Office of the  
County Clerk of Sheridan County, Wyoming and is hereby referred  
to for greater certainty, and

WHEREAS, the Second Party to this Agreement desires  
to obtain an easement to enable the Second Party to lay and install  
an eight inch pipe across the South half of the Southwest quarter  
of Section 28, Township 55 North, Range 84 West of the Sixth  
Principal Meridian, Sheridan County, Wyoming, to enable said  
Second Party to convey irrigation water to a tract of land now  
owned by W. O. Benson and Helen Benson, his wife, and to a tract  
of land now owned by John A. Brayton and Alice M. Brayton, his  
wife, and to a tract of land now owned by Robert C. Moller and  
Beatrice T. Moller, his wife, and their heirs, assigns and  
successors in interest, and

WHEREAS, Roxy Varcalli and Anna Varcalli, husband

and wife, are presently the owners of record of the following described lands, to-wit:

Township 55 North, Range 84 West, 6th P. M.  
County of Sheridan, State of Wyoming

Section 28: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$

EXCEPTING THEREFROM, the East 871.2 feet  
of the South 1,030 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of  
said Section 28

WHEREAS, the First Parties are willing to grant unto the Second Party, an easement and right-of-way to enable Second Party to lay and install an eight inch pipeline (underground) across the lands of First Parties, as reflected in the plat set forth as Exhibit "A", which is attached hereto and by reference thereto made a part hereof, subject to the terms and conditions hereinafter expressed.

NOW, THEREFORE, First Parties for and in consideration of the sum of Five Hundred Dollars (\$500.00) in hand paid by Second Party to Roxy Varcalli and Anna Varcalli, his wife, and the other considerations hereinafter set forth, do hereby grant and convey to Second Party, its successors and assigns, a permanent easement and right of way, to lay, install and construct an eight inch pipeline across the South half of the Southwest quarter of said Section 28, Township 55 North, Range 84 West, in the Sixth Principal Meridian, Sheridan County, Wyoming, for the purpose of conveying irrigation water over, across, through and under said tract of land, to enable Spring Draw Ditch Co. to convey and transport said irrigation water to lands located in the East 871.2 feet of the South 1030 feet of the Southeast quarter of the Southwest quarter of said Section 28, and lands adjacent thereto, said lands being now owned by W. O. Benson and Helen Benson, his wife; by John A. Brayton and Alice M. Brayton, his wife; and by Robert C. Moller and Beatrice T. Moller, his wife.

IT IS UNDERSTOOD that said pipeline shall be laid in the area indicated by the word "Pipeline" set forth on the plat which is attached hereto marked Exhibit "A" and by reference thereto made a part hereof and that the Second Party and its agents, successor in interest, shall have the right to come upon said servient tract for the purpose of maintaining, repairing and, if necessary, relaying said underground pipeline. It is agreed that the \$500.00 consideration being paid at this time by Second Party to Roxy Varcalli and Anna Varcalli, his wife, shall be full consideration for said right of way and easement, together with the damages to be incurred in laying said pipeline in the first instance, but that in the event it is necessary at a later date to come upon said servient tract for the purpose of repairing, maintaining or relaying said pipeline, then Second Party, not to include Roxy Varcalli and Anna Varcalli, his wife, shall pay any subsequent damage that may be incurred as a result of said maintenance and repair.

IT IS FURTHER AGREED that the Second Party will cause to be installed a proper flow meter and measuring device to measure the flow of the water that passes through said pipeline, at the time of construction of said pipeline.

IT IS FURTHER UNDERSTOOD that the First Parties, subject to this easement, reserve to themselves, their heirs, successors and assigns, full use and enjoyment of the lands across which said pipeline is laid and that the First Parties further reserve the right, at a later date, to install at their expense a riser for the purpose of withdrawing water from said pipeline in the event said lands should be subdivided and in such event, First Parties shall cause a proper measuring device to be installed to regulate and control the water taken through said riser through said pipeline.

IT IS ALSO AGREED AND UNDERSTOOD by all parties to this Agreement that the cost of the underground pipeline to

be installed by Second Party, shall be borne proportionately by all shareholders of said Spring Draw Ditch Co., a Wyoming Corporation.

The terms of this Agreement shall inure to the benefit of the heirs, executors, administrators and assigns, successors and transferees of the parties hereto and to the heirs, executors, administrators, assigns, successors and transferees of W. O. Benson and Helen Benson, his wife, and John A. Brayton and Alice M. Brayton, his wife, and Robert C. Moller and Beatrice T. Moller, his wife, and the covenants and conditions herein contained shall run with the land forever.

DATED this 23rd day of July, 1972.

Roxy Varcalli  
Roxy Varcalli

Anna Varcalli  
Anna Varcalli

FIRST PARTIES

SPRING DRAW DITCH CO., a  
Wyoming Corporation

By Milton C. Sherman  
President

Attest:

Robert C. Moller  
Secretary

SECOND PARTY

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

The foregoing instrument was acknowledged before me this 28 day of September, 1972, by Milton C. Sherman, as President of the Board of Directors of SPRING DRAW DITCH CO., a Wyoming Corporation.

WITNESS my hand and official seal.



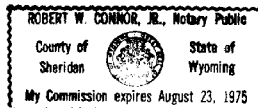
William D. Redle  
Notary Public

My Commission expires: March 1974

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

The foregoing instrument was acknowledged before me this 28th day of September, 1972, by ROXY VARCALLI and ANNA VARCALLI, his wife.

WITNESS my hand and official seal.



Robert W. Connor  
Notary Public

My Commission expires: August 23, 1975

Spring Drain Ditch Co

Reference

Scale 8" = 1 mi

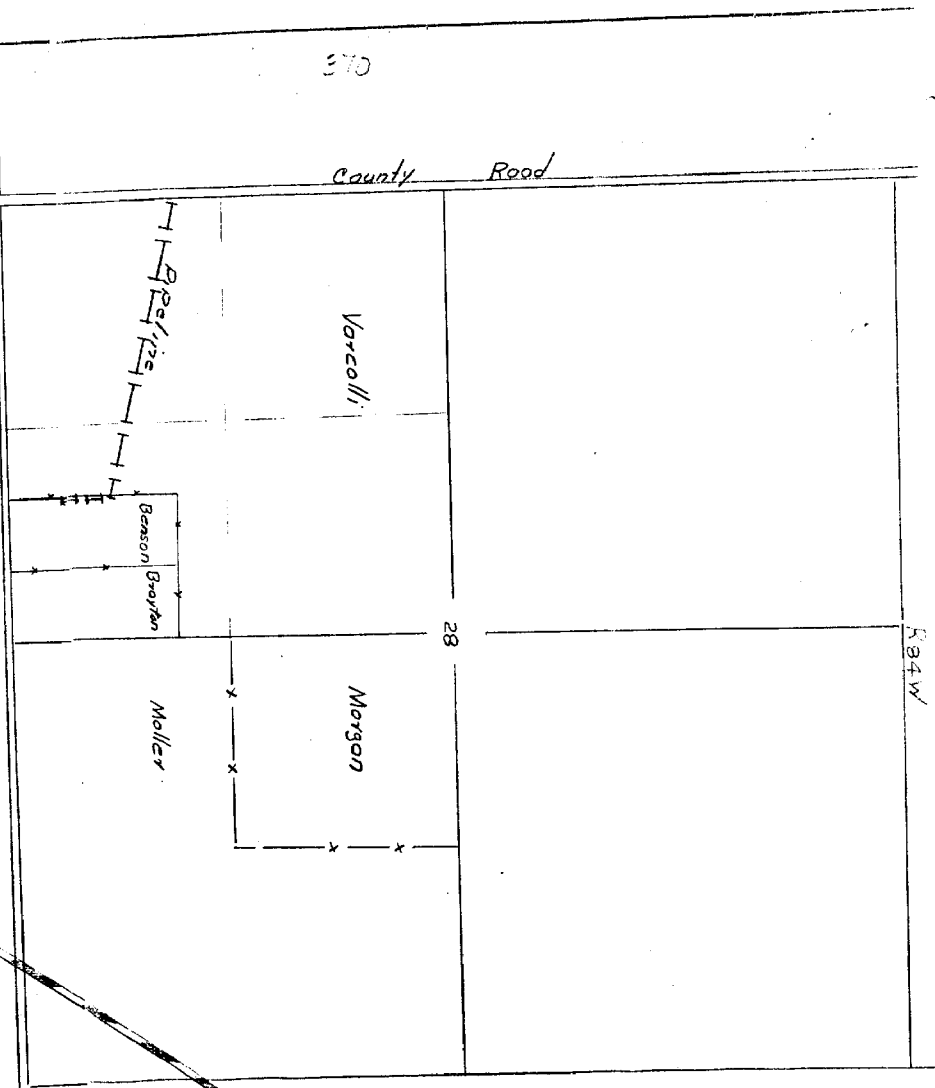
LOCATION MAP

U. S. DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
ASSISTING

SOIL CONSERVATION DISTRICT

DRAWING NUMBER

SHEET OF



T  
55  
N

EXHIBIT "A"