

RECORDED FEBRUARY 28, 1963 BK 140 PG 464 NO. 475638 B. B. HUME, COUNTY CLERK
EASEMENT AND RIGHT-OF-WAY AGREEMENT

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THIS AGREEMENT, made this day by and between GEORGE BUSZKIEWIC and ROSE BUSZKIEWIC, husband and wife, of Sheridan County, Wyoming, hereinafter called First Parties and J. VERNON STATES of Sheridan County, Wyoming, hereinafter called Second Party;

WITNESSETH, THAT:

WHEREAS, the First Parties are the owners of the following described land situate in Sheridan County, Wyoming, to-wit:

Township 58 North, Range 84 West, 6th P.M.

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$

WHEREAS, the Second Party is the owner of good, merchantable title to the following described land situate in Sheridan County, Wyoming, to-wit:

Township 58 North, Range 84 West, 6th P.M.

Section 30: NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 29: SW $\frac{1}{4}$ SW $\frac{1}{4}$

WHEREAS, the Second Party desires to obtain a right-of-way and easement from First Parties to locate a reservoir to be known as the "States Little Ash Reservoir" in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 30, and likewise an easement and right-of-way for a ditch serving as an inlet into said reservoir from the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 30, and a ditch serving as an outlet from said reservoir running from the reservoir to the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, and

WHEREAS, the First Parties are willing to grant such right-of-way and easement to Second Party, subject to the terms and conditions hereinafter expressed.

NOW, THEREFORE, IT IS HEREBY AGREED by and between
the Parties hereto as follows:

I.

The First Parties, for and in consideration of the
sum of One Dollar (\$1.00) and other good and valuable consideration,
in here paid to First Parties by said Second Party, the receipt
whereof is hereby acknowledged, do hereby grant to the Second
Party, its heirs, assigns, and successors in interest, and easement
and right-of-way to construct a reservoir to be known as "States
Mill Reservoir" in the approximate Southeast quarter of the
Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 30, Township 5N North, Range
8W West, with the understanding that said reservoir will cover
approximately 5 acres of ground and will have a storage capacity
of about 22.20 acres.

II.

First Parties do further hereby grant to the Second Party
its heirs, assigns and successors in interest, an easement
and right-of-way across the following described real estate situate
in the County of Sheridan, State of Wyoming, to-wit:

Township 5N North, Range 8W West, 6th P.M.

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$

For the purpose of constructing and maintaining an inlet ditch to
said reservoir, said inlet ditch to run from the Northeast quarter
of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 30 into said reservoir
and then for the purpose of constructing and maintaining an
outlet ditch from said reservoir across lands in the Southeast
quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 30
and then from said reservoir to the Southwest quarter of
the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29, Township 5N North,
Range 8W West of the Sixth Principal Meridian, Sheridan County,
Wyoming.

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III.

IT IS EXPRESSLY UNDERSTOOD that said Second Party and his successors in interest and assigns shall have the right to use four (4) feet on either side of such inlet ditch and such outlet ditch for the purpose of cleaning and maintaining said ditch.

IV.

The Second Party, in consideration of the easement and right-of-way herein given him by First Parties, agrees with First Parties, their heirs, assigns and successors in interest that Second Party and his heirs, assigns and successors in interest shall pay for any damage that may result to the servient tract above described in maintaining said ditches.

V.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall be construed as covenants running with the land and shall be binding upon the heirs, devisees, successors in title or assigns of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto set their hands to this right-of-way and easement agreement this 20th day of February, 1963.

George Buschewitz

Rose Buschewitz
First Parties

J. William J. J. J.
Second Party

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 20th day of February, 1963, before me personally appeared GEORGE BUSZKIEWIC and ROSE BUSZKIEWIC, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.



George Buszkiewicz
Notary Public

My Commission expires: Feb. 2, 1963.

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 23rd day of February, 1963, before me personally appeared J. VERNON STATES, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.



Edward L. Nicchaut
Notary Public

My Commission expires: December 5, 1964