

RECORDED DECEMBER 9, 1981 BK 262 PG 100 NO. 831460 MARGARET LEWIS, COUNTY CLERK

AGREEMENT FOR CONVEYANCE OF NON-EXCLUSIVE EASEMENTS
AND APPURTENANCES FOR DOMESTIC AND IRRIGATION
WATER SYSTEM FOR THE HOME RANCH SUBDIVISION

THIS AGREEMENT entered into this day by and between P & P ENTERPRISES, INC., a Wyoming corporation, hereinafter called "Grantor," and THE ARCHITECTURAL CONTROL COMMITTEE OF THE HOME RANCH SUBDIVISION, an unincorporated association of subdivision owners, located in Sheridan County, Wyoming, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantor developed the Home Ranch Subdivision in Sheridan County, Wyoming causing a plat thereof to be duly filed with the Clerk and Recorder of Deeds of Sheridan County, together with certain covenants and restrictions which provide for and regulate the domestic and irrigation water systems for the subdivision; and

WHEREAS, Grantee is an unincorporated association of lot owners in the subdivision which has organized pursuant to the covenants and restrictions, has adopted by-laws and regulations for its operations, and

WHEREAS, Grantor desires to convey unto Grantee under the terms hereinafter set forth the irrigation and domestic water system owned by it, and Grantee desires to accept the system subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and in accordance with the covenants and restrictions for the Home Ranch Subdivision, the By-Laws for the Home Ranch Architectural Control Committee, and the mutual covenants and agreements hereinafter set forth, Grantor does hereby grant, convey and transfer unto Grantee all of the domestic and irrigation water systems developed by Grantor for the lot owners

in the Home Ranch Subdivision, including all pipelines, valves, well houses, wells, underdrain systems, pumps and other improvements and appurtenances to said irrigation and domestic water system; and Grantor does further hereby grant unto Grantee non-exclusive easements for access to and for repair, maintenance, and upkeep of said systems across Grantor's property located, generally, in Section 10, Township 55 North, Range 84 West, which easements are more particularly described as follows, to-wit:

1. Six-Inch Domestic Main Line. A twenty-foot wide easement located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, Sheridan County, Wyoming, the centerline of which is described as follows:

Beginning at a point located on the concrete storage tank, said point being located North 13°37' West, 1306.3 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ (a brass cap); thence along said 6" water main South 62°29' East, 25.1 feet; thence South 65°35' East, 437.2 feet; thence South 80°46' East, 113.9 feet; thence South 61°30' East, 294.1 feet; thence South 55°42' East, 40.8 feet; thence South 83°29' East, 91.9 feet; thence South 81°32' East, 554.0 feet; thence North 87°45' East, 98.3 feet to the west right-of-way line of a county road; said point also being located North 57°15' East, 1492.4 feet from said southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$.

2. Domestic Well House. An easement for the operation and maintenance of the chlorination house located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, described as follows:

Beginning at a point located North 5°08' East, 1052 feet and west 15 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South, 20 feet; thence East, 30 feet; thence South, 30 feet; thence West, 30 feet; thence North, 10 feet to the point of beginning.

3. Six-Inch Irrigation Line. A twenty-foot wide easement located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, the centerline of which is described as follows:

Beginning at a point located North 0°07' East, 1486.2 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ (a brass cap), said point also being a valve located in the dam of an existing reservoir; thence South 75°56' East, 135.3 feet; thence South 63°21' East, 105.5 feet; thence South 81°03' East, 105.2 feet; thence South 62°22' East, 82.3 feet; thence South 79°55' East, 86 feet; thence South 60°59' East, 197.9 feet; thence South 71°55' East, 123.2 feet; thence South 75°12' East, 95.5 feet; thence South 63°30' East, 142.1 feet; thence South 77°07' East, 45.3 feet; thence North 1°25' West, 136.1 feet; thence North 89°02' East, 200.9 feet to a point in the West right-of-way line of a county road, said point also being located North 44°57' East, 1757.4 feet from said southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$. Said pipeline also to have its diversion works from said reservoir.

4. Domestic Water Underdrain System. A twenty-foot wide easement located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, the centerline of which is described as follows:

Beginning at a point located North 89°24' East, 287 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North 1°17' West, 915 feet to a manhole; thence North 0°13' East, 255 feet to the end of drain which is located North 13°04' East, 1182 feet from said southwest corner.

5. Water Line Easement from Pump Sump to Well House. A twenty-foot wide easement located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, the centerline of which is described as follows:

Beginning at a manhole which is located North 16°13' East, 955 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence northwesterly to the southeast corner of a chlorination house which is located North 5°08' East, 1052 feet from said southwest corner.

6. Water Well Easement. An easement located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West, described as follows:

Beginning at a point located North 3°44' East, 1018 feet and west 10 feet from the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence

North, 10 feet; thence East, 20 feet;
thence South, 20 feet; thence West, 20
feet; thence North, 10 feet to the point
of beginning.

7. Grantor shall reserve, however, to itself, its successors and assigns, the following:

A. A reservation of all overflow water generated in the underdrain system, which overflow water rights shall be assigned and transferred by the Grantee to the Grantor upon Grantor's request;

B. A reservation of the right to move or change the location of any of the lines or other easements in the appurtenances hereinabove described, provided that:

(1) Such move or relocation will not impair the water supply to the subdivision;

(2) The movement shall be done at such time when it will cause the least damage possible to the subdivision; and

(3) Grantor, its successors or assigns shall pay all costs incurred therein.

C. A reversionary right in the Grantor, its successors and assigns, of all easements and appurtenances of the domestic water system at such time as the entire subdivision is served by a general public water supply system provided by either the City or County of Sheridan. In the event the irrigation system is abandoned at a future date, all easements, rights-of-way, and appurtenances would revert to Grantor, its successors and assigns.

D. The easements granted herein are non-exclusive in the Grantee, and the Grantor reserves unto itself, its successors and assigns, all rights of access for ingress and egress over and across the easements described herein, as well as the right to lay additional lines or utilities within the easements described herein so long as the lines serving Grantee are not damaged thereby and such does not impair the water lines and systems granted herein.

8. Grantee accepts the systems in their present condition, without warranty, and from and after the date of this agreement Grantee shall assume all responsibility for and shall pay all costs incurred in the maintenance and upkeep of the systems conveyed herein. Grantor is hereby released and forever discharged from all liability or responsibility arising out of the ownership and operation of said systems.

9. This agreement is personal unto Grantee and is for the use and benefit of the present lot owners, their successors and assigns, of the Home Ranch Subdivision, and no rights granted herein may be assigned or transferred to any party who is not a lot owner or an organization of lot owners within said subdivision.

10. Administration and control of the rights granted herein shall be by the Architectural Control Committee of the Home Ranch Subdivision, pursuant to its by-laws, the covenants and restrictions, and any amendments thereto.

Dated this 3 day of December, 19 81

P & P ENTERPRISES, INC.

BY

Walter J. P.

ARCHITECTURAL CONTROL COMMITTEE

BY Marcus Kipwiche

ATTEST:

Secretary



STATE OF WYOMING)
) ss
County of Sheridan)

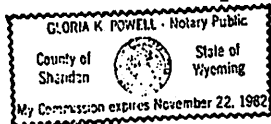
The foregoing instrument was acknowledged before me
this 8 day of December, 1981 by Walter J.
Pilch as president of P & P Enterprises, Inc.

WITNESS my hand and official seal.

Gloria K. Powell
Notary Public

My commission expires:

Nov. 22, 1982



STATE OF WYOMING)
) ss
County of Sheridan)

The foregoing instrument was acknowledged before me
this 8th day of December, 1981 by Maureen
Reynolds as president of the Architectural Control Committee.

WITNESS my hand and official seal.

Debra M. Clements
Notary Public

My commission expires:

February 7, 1984