

14.
NORTHWEST RURAL WATER DISTRICT

RIGHT-OF-WAY EASEMENT

BOOK 0217 PAGE 651

A
Cody
Ranchette

KNOW ALL MEN BY THESE PRESENTS: That Leonard R. & Gail L Moore, hereinafter "GRANTOR", by for and in consideration of Twenty-five Dollars (\$25) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto the NORTHWEST RURAL WATER DISTRICT, its successors, transferees and assigns, hereinafter "GRANTEE", a right-of-way and easement along a route, to lay, erect, construct, install, operate, maintain, alter, replace, repair, change the size of and remove pipelines, valves, regulators, meters with fittings, appliances and appurtenant facilities thereto, on, over, under, across, through, and upon a strip of land situated in the County of Park in the State of Wyoming, which strip of land is more particularly described on the Exhibit "A", which by this reference is made a part hereof.

The GRANTEE shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said land to and from said right-of-way and easement and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. GRANTEE may use such a portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided GRANTEE shall be obligated to restore surface damages and pay for all crop loss as may occur arising out of such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted with ingress to and egress from the premises for the purpose of laying, constructing, inspecting, operating, maintaining, repairing, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind to themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend said premises unto the GRANTEE, its successors and assigns, against any person whomsoever lawfully claims or is claiming the same or any part thereof; it being the intention of the parties hereto that the GRANTOR may continue to use the surface of the easement strip conveyed hereby provided, however, that such use shall not interfere with GRANTEE's exercise of the rights hereby conveyed in the safe operation of the pipeline/water system.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities; provided, however, that no damages shall be paid for fences, ditches, or other structures or improvements constructed upon the easement strips subsequent to the execution of this Agreement. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction and maintenance damages. GRANTOR herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipeline, GRANTOR shall (1) inform the other party of the existence of the pipeline within the right-of-way and (2) tell such party about this requirement that the grade over the pipeline is not to be changed.

This Agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives and assigns of GRANTOR and GRANTEE, whether assigned, devised, bequeathed or otherwise transferred in whole or in part by either of the parties hereto, and the agreements herein contained shall be covenants running with the land.

It is agreed that this Grant covers all the agreements between the parties and that no representation or statements, verbal or

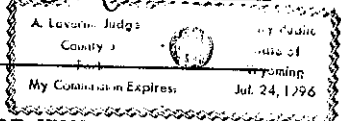
written, have been made modifying, adding to, or changing the terms of the agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this Conveyance this 13th day of October, 1992.

LAND OWNERS' SIGNATURE

Leon Moore
Julie Moore

By: _____
By: _____
By: _____



STATE OF WYOMING)
COUNTY OF _____) ss.

SUBSCRIBED and sworn before me, a Notary Public in and for the State of Wyoming, by Leonard R. + Julie L. Moore this 9th day of November, 1992.

A. Lovato Judge
Notary Public

My Commission Expires:

STATE OF WYOMING)
COUNTY OF _____) ss.

SUBSCRIBED and sworn before me, a Notary Public in and for the State of Wyoming, by _____ this _____ day of _____, 19____.

Notary Public

My Commission Expires:

STATE OF WYOMING)
COUNTY OF _____) ss.

SUBSCRIBED and sworn before me, a Notary Public in and for the State of Wyoming, by _____ this _____ day of _____, 19____.

Notary Public

My Commission Expires:

STATE OF WYOMING)
COUNTY OF _____) ss.

SUBSCRIBED and sworn before me, a Notary Public in and for the State of Wyoming, by _____ this _____ day of _____, 19____.

Notary Public

My Commission Expires:

Form 0217 PAGE 652

CERTIFIED LAND DESCRIPTION

State of Wyoming)
)SS.
County of Park)

I, Donald J. Livingston, of Cody, Wyoming, hereby certify that this description was prepared for Northwest Rural Water District from notes taken during actual surveys performed by Ron Niziolek, Cliff Ayres and Kevin Jones from January, 1992 through September, 1992, for whose work I stand personally responsible.

A STRIP OF LAND 30.00 feet wide for permanent easement purposes located in Tract A of the Cody Ranchettes as said subdivision is platted and filed in the office of the Park County Clerk as Reception Number 163154, lying 30.00 feet to the left or southwesterly of the following described control line:

Commencing at the easternmost corner of said Tract A, thence S70°29'20"W on the northerly line of said Tract A, 66.20 feet to the northwesterly right-of-way line of Park County Road No. 2EE, previously know and platted as Park County Road No. 131-K;

thence S43°30'00"W on said westerly right-of-way line, 139.77 feet to the POINT OF BEGINNING of said control line;

thence N33°52'00"W, 114.62 feet, more or less, to the southerly right-of-way line of Shoshone Drive as said street is described on said plat and the TERMINUS of said control line;

the southerly side line to be shortened or lengthened to intersect said right-of-way lines of said streets;

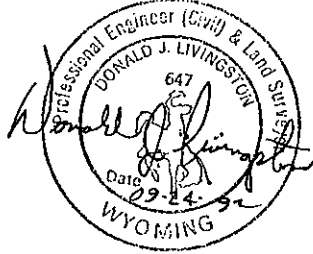
said strip containing 0.0948 acre, more or less;

TOGETHER WITH A STRIP OF LAND 20.00 feet wide for temporary easement purposes, also located in said Tract A, being 20.00 feet to the right or northeasterly of said control line; the northeasterly side line to be shortened or lengthened to intersect said right-of-way lines of said streets;

said strip containing 0.0468 acre, more or less;

ALL IN ACCORDANCE with the Map to Accompany Description of Easements entitled in part "Tract A, Cody Ranchettes", attached hereto and by this reference made a part hereof.

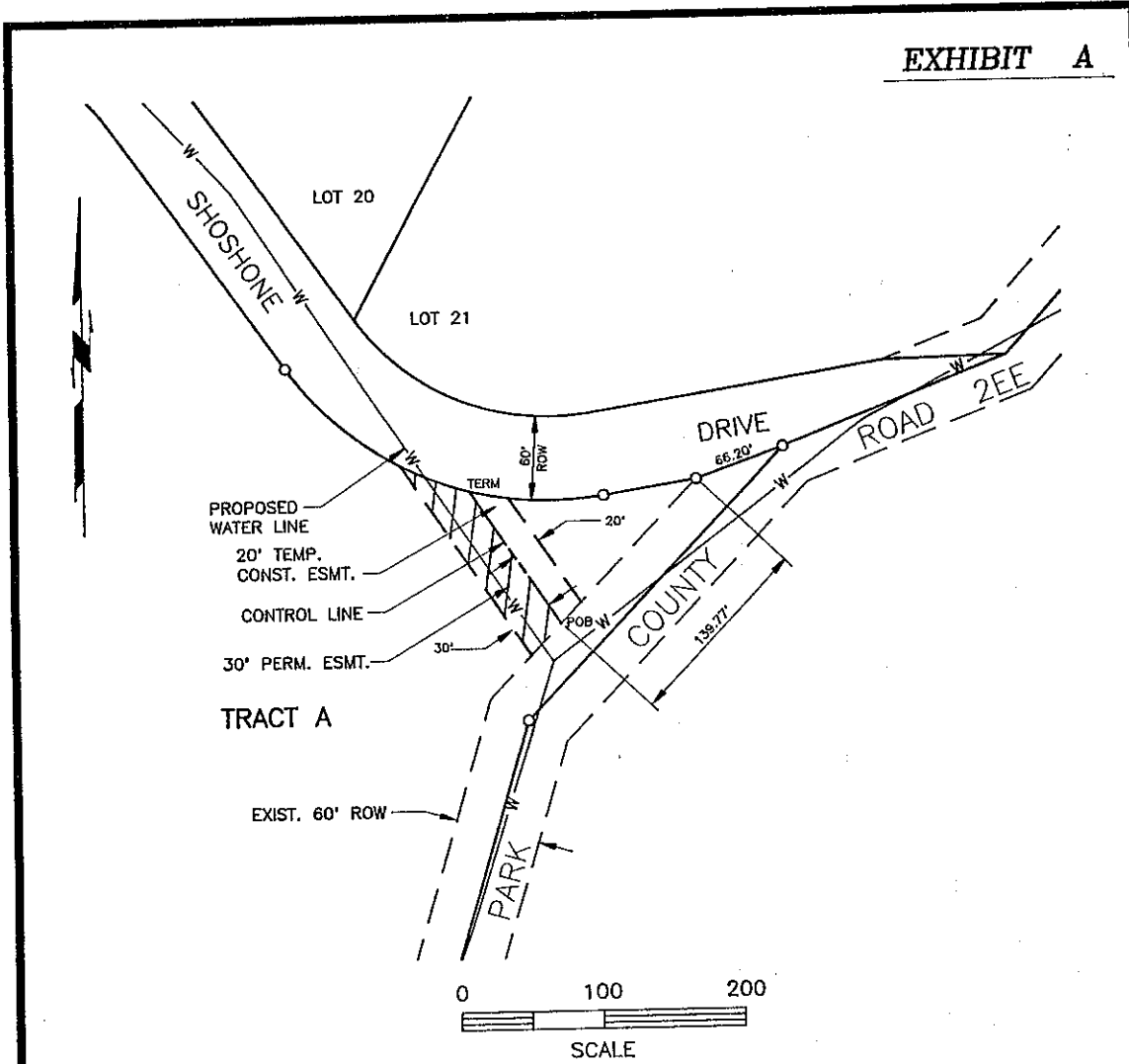
THIS DESCRIPTION is prepared for location purposes only, the title to the lands described herein is to be investigated and reported by others.



ENGINEERING ASSOCIATES
Cody, Wyoming 82414
Job No. 92014

Alteration of this description other than by the above certifying Professional Engineer and Land Surveyor or as otherwise allowed by law may affect liability for the accuracy of said description.

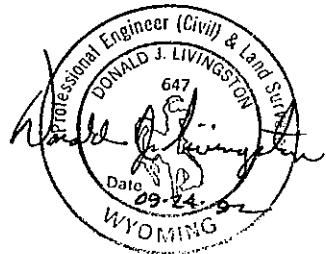
EXHIBIT A



CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS.
 COUNTY OF PARK }

I, DONALD J. LIVINGSTON, OF CODY, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING ACTUAL SURVEYS MADE UNDER MY DIRECTION BY RON NIZIOLEK, CLIFF AYRES, AND KEVIN JONES FROM JANUARY, 1992 THROUGH SEPTEMBER, 1992, FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE; THAT THIS MAP IS MADE TO ACCOMPANY A CERTIFIED LAND DESCRIPTION OF THE LANDS SHOWN HEREON; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AS IT CURRENTLY EXISTS.



LEGEND

- RECORD CORNER. MONUMENTS RECOVERED AS NOTED.
- SET 2" DIA. ALUM. CAP ON 5/8" DIA. REBAR THIS SURVEY.
- ▨ PERMANENT EASEMENT.

Map To Accompany Description
 Of Easements For
NORTHWEST RURAL WATER DISTRICT
 HEART MOUNTAIN SERVICE AREA
 PARK COUNTY, WYOMING

- Located In -
 TRACT A, CODY RANCHETTES
 T53N, R101W, 6TH P.M.,
 PARK COUNTY, WYOMING

- Prepared By -
ENGINEERING ASSOCIATES, CODY, WYOMING
 CONSULTING ENGINEERS & SURVEYORS

SEPTEMBER 24, 1992
 FB 298 92014
 F:\PROJ04\511T024
 SHEET 3 OF 3

RECORDED

State of Wyoming }
County of Park } SS
This instrument was filed for record
on this 13 day of November
19 92 at 1:00 o'clock P m. and
duly recorded in Microfilm book 217
records on page 651
MARIE FONTAINE, Register of Deeds
By *Deputy*, Deputy
No. 307038

Dossie