MAP OF DOWLER SUBDIVISION OF THE SW 1/4 NW 1/4 OF SECTION 19, T13S, R54W, 6TH P.A., PHELPS COUNTY, NEBRASKA

DEED

STATE OF NEBRASKA
County of Phelps

This is to certify that the above named subdivision of the SW 1/4 NW 1/4 of Section 19, T13S, R54W, 6TH P.A., PHELPS COUNTY, NEBRASKA, appearing on this plat, is Tracts numbered consecutively from 1 to 4, and described as DOWLER SUBDIVISION is with the free and voluntary consent and assent of the owners of the adjacent lands and properties, that roads shown on the above plat are hereby dedicated to the public use and are hereby opened and granted hereby release and forever all rights under and by virtue of the homestead laws of the State of Nebraska to the parts thus dedicated to public use.

My commission expires...

My commission expires...

SURVEYOR'S CERTIFICATE

STATE OF NEBRASKA
County of Phelps

This is to certify that the subdivision described above is true to the surveyors described in and made in conformance with the requirements of the laws of the State of Nebraska, and that the survey was made by the undersigned...

Applicant No. 146

Elmer H. Kibbey, Surveyor

On April 15, 1939, before me personally appeared Elmer H. Kibbey to me known to be the person described as the owner of the above plat, and acknowledged the signature and Seal of the undersigned, and did agree to and accept the foregoing instrument as the free and voluntary act and deed.

This is to certify that I have inspected and approved this plat.

M. M. Day

County Surveyor
Partial Assignment of Water Rights, Covenants and Easement

This agreement, made this 6th day of July, 1981, by and between Philip W. Lawson and Mildred R. Lawson, husband and wife, of 1624 South Walnut, Casper, Wyoming, hereinafter referred to as "Grantor" and Glenn A. Wilkinson and Patricia J. Wilkinson, husband and wife of 320 Lily Lane, Casper, Wyoming, hereinafter referred to as "Grantee";

Witnesseth:

That this conveyance is made in consideration of Ten Dollars and other valuable consideration, paid by Grantee to Grantor, receipt of which is hereby acknowledged, and in further consideration of the covenants, stipulations and agreements herein contained;

For the consideration above stated, Grantor does grant to Grantee, their heirs, and assigns, in addition to those lands so conveyed to Grantee in that certain deed dated the 6th day of July, 1981, such lands being described in Exhibit "A" hereto, the terms of which are incorporated herein by reference the right to use at least a minimum of twenty percent (20%) of the water produced by a well, for which registration application has been made by the Grantor to the State Engineer, State of Wyoming, known as Carrico #1. The measurement of such water shall be made at the well site. The water so granted shall be used only on the land so conveyed to Grantee, as specified in Exhibit "A".

To have and to hold the same unto the Grantee, their heirs and assigns forever.

PROVIDED, that this conveyance is made subject, however, to the express covenants, terms and conditions hereinafter set forth, which covenants, terms and conditions Grantee, for themselves, their heirs and assigns, expressly consent and agree:

1. Grantor, their heirs and assigns, shall permit the delivery to Grantee of such water through a pipeline which shall run along the northern boundary of Tract 2 of the lands described in Exhibit "A". Such delivery line shall be constructed of pipe with diameter of no less than one and one-half inches (1 1/2" I.D.) and no greater than two and one-half inches (2 1/2" I.D.). Said delivery line, at the option of Grantor, may rest either above the ground or may be buried at a depth and along a path so designated by Grantor.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

4. Contractor shall construct and maintain such ditches, lateral ditches and pipes as may be necessary to conduct the water from the main delivery point designated by Orson to the lands described in exhibit "A", attached hereto and the aforementioned pipeline and distribute it in a proper manner over Orson's lands, or as shall be required to conduct water to Orson's lands, and to maintain all of Orson's ditches, lateral ditches and pipes in proper condition, and all such ditches and pipes are in proper condition, shall not be required to furnish water to Orson until the water is supplied and maintained by Orson.

5. Contractor shall use such water for irrigation purposes only. During the recognized irrigation season, and shall pay to contractor twenty percent (20%) of all costs of maintaining and operating the irrigation system.

6. If, for any cause beyond the control of Contractor, a sufficient amount of water cannot be furnished to Orson on an economically feasible basis, Contractor shall not be liable.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

The proportionate share of the water used by Contractor shall be for irrigation purposes only, and only upon the terms and conditions described in Exhibit "A", attached hereto and under no circumstances described in Exhibit "B", attached hereto, and under no circumstances shall any of this water be used for any other purpose than irrigation.
any way liable because of any such shortage or deficiency of water supply occasioned by any such cause. In the case of shortage or deficiency of water supply that does not render delivery economically infeasible, Grantor shall have the right to distribute the available water, pro rata, and for the purpose of doing so may establish and enforce such rules and regulations as Grantor may deem necessary and expedient.

7. Grantor makes no warranty as to the availability or priority of such water.

8. Grantee shall have no right to the land above, below or surrounding the path of the delivery pipeline. Nor shall Grantee have any right to the land upon which the well is located or shall be relocated.

9. The cost of settling any disputes arising out of the interpretation, construction or enforcement of this agreement shall be borne equally by the parties.

10. All agreements, stipulations, covenants, terms, and obligations hereby imposed on or assumed by the respective parties hereto shall be construed as accruing to and binding upon the heirs, assigns and successors in interest of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

GRANTOR:

[Signature]

[Signature]

315235
STATE OF WYOMING )
COUNTY OF NATRONA ) SS.

Acknowledged before me by Philip W. Lawson and Mildred R. Lawson
this 1st day of July, 1981.

Doris Higbee-ham - Notary Public
COUNTY OF Natrona
State of Wyoming
My Commission Expires Oct. 16, 1984

315235
EXHIBIT "A"

A PARCEL LOCATED IN AND BEING PORTIONS OF TRACTS 2, 3 AND 4, DOWLER
SUBDIVISION, NAITRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE PARCEL BEING DESCRIBED
AND THE LINE COMMON TO TRACTS 3 AND 4 OF SAID "DOWLER SUBDIVISION",
AND FROM WHICH POINT THE NORTHERLY CORNER COMMON THERETO BEARS, N. 1°54' E.,
60.00 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY
LINE OF SAID PARCEL, S. 89°59' W., 52.15 FEET TO THE SOUTHWESTERNLY CORNER
OF SAID PARCEL; THENCE ALONG THE WESTERNLY LINE OF SAID PARCEL, N. 0°01' W.,
209.07 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN
THE LINE COMMON TO TRACTS 1 AND 2 OF SAID "DOWLER SUBDIVISION";
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE LINE COMMON TO
SAID TRACTS 1 AND 2, N. 89°59' E., 128.53 FEET TO THE NORTHEASTERLY CORNER
OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 1°04' E.,
209.11 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE
SOUTHERLY LINE OF SAID PARCEL, S. 89°59' W., 80.21 FEET TO THE POINT OF
BEGINNING.