

140/413

MAP OF
 DOWLER SUBDIVISION
 OF THE SW¹/₄ SW¹/₄ OF SECTION 13,
 T.33N., R.80W. OF THE 6TH PRIN. MER.
 NATRONA COUNTY, WYOMING
 SCALE 1" = 200'

DEDICATION

STATE OF WYOMING } ss.
 County of Natrona }
 This is to certify that the above named subdivision of the SW¹/₄ SW¹/₄ of Sec. 13, T.33 N., R.80 W. of the 6th Prin. Mer., and in Natrona County, Wyoming, as appears on this plat as Tracts numbered consecutively from 1 to 7, both inclusive, and designated as DOWLER SUBDIVISION is with the free consent and in accordance with the desires of the undersigned owner and proprietor; that roads shown on the above plat are hereby dedicated to the public use; that the owner and proprietor hereby releases and waives all rights under and by virtue of the homestead laws of the State of Wyoming in the parts thus dedicated to public use.

Witness *James Patterson* *Arthur J. Dowler*
 Arthur J. Dowler

On April 15, 1952 before me personally appeared Arthur J. Dowler to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed, including the release and waiver of the right of homestead.

James C. Patterson
 Notary Public

My Commission expires *Nov. 22, 1954*

SURVEYOR'S CERTIFICATE

STATE OF WYOMING } ss.
 County of Natrona }
 This is to certify that this subdivision designated DOWLER SUBDIVISION, comprises all of the SW¹/₄ SW¹/₄ of Sec. 13, T.33 N., R.80 W. of the 6th Prin. Mer., and in Natrona County, Wyoming; that this survey was made by me during September, October and November, 1951 at the request of Arthur J. Dowler; that this plat shows the Subdivision thereof into Tracts numbered consecutively from 1 to 7, both inclusive; that tract corners are marked by iron pipe; that all bearings, angles, and distances as shown on the plat are true to the best of my knowledge and belief.

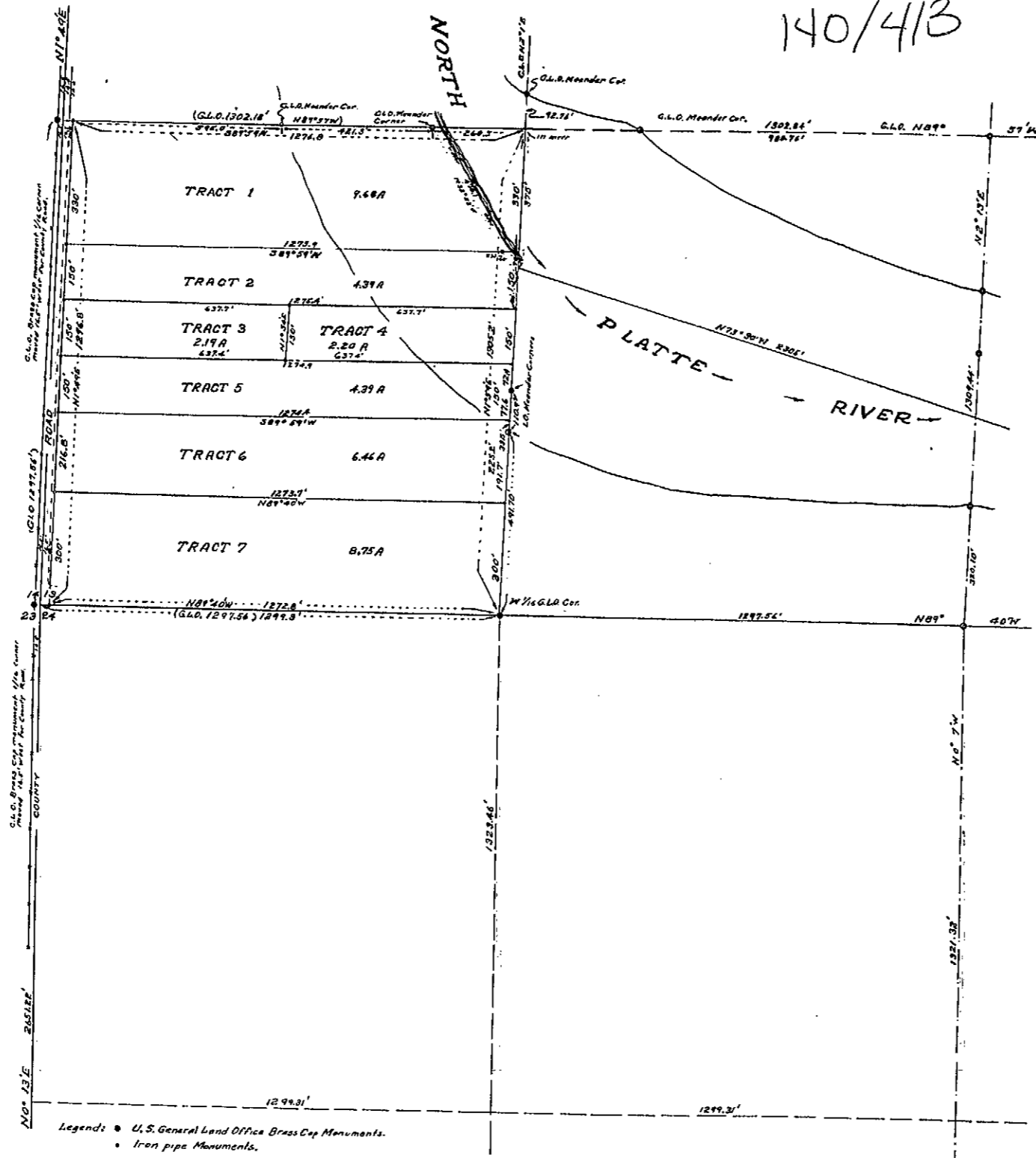
Registration No. 144 *Elmer N. Johnston*
 Elmer N. Johnston, Surveyor

On April 15, 1952 before me personally appeared Elmer N. Johnston to me known to be the person described, who being by me first duly sworn did depose and say that he is a qualified surveyor, duly licensed under the laws of the State of Wyoming, and he signed the foregoing instrument as his free and voluntary act and deed.

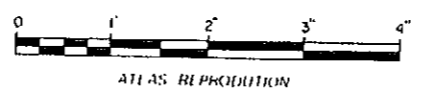
Paul R. Patterson
 Notary Public

My Commission expires *Nov. 22, 1954*

This is to certify that I have inspected and approved this plat.
Albert M. Zull
 Albert M. Zull, County Surveyor



Legends: • U.S. General Land Office Brass Cap Monuments.
 • Iron pipe Monuments.



ATLAS REPRODUCTION

10:05
Carl Johnston

RECORDED July 6 1981 AT 8:20 O'CLOCK AM
INSTRUMENT NO. 315235
JOHN J. TOBIN COUNTY CLERK

Partial Assignment of Water Rights, Covenants and Easement

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-9486



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).

This agreement, made this 1st 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 1st 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.

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2. The proportionate share of the water used by Grantee shall be for irrigation purposes only, and only upon the lands described in Exhibit "A" hereto, and under no circumstances shall any of this water be used on or become appurtenant on any other tract or tracts of land, or used for any other purpose than agricultural use.
3. Grantor shall deliver the water to the pipeline at the well or at such other point or points as Grantor may select. The pipeline or other arrangements through which the water shall be supplied and controlled shall be installed, controlled and maintained by Grantor, but Grantee shall pay twenty percent (20%) of the cost of constructing, installing, and keeping them in repair after the initial installation of such pipeline and arrangements.
4. Grantee 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 Grantor for the delivery of water to Grantee by means of the aforementioned pipeline and distribute it in a proper manner over Grantee's land, and also construct and maintain all necessary waste ditches. Grantee shall maintain all of Grantee's ditches, lateral ditches and pipes past the main delivery point designated by Grantor in proper condition, and if Grantee fails to do so, Grantor shall not be required to furnish water to Grantee until all such ditches and pipes are in proper condition. Grantor reserves the right, at Grantor's option to go on the lands described in Exhibit "A" attached hereto and place such ditches and pipes in proper condition and collect the cost thereof from Grantee.
5. Grantee shall use such water for irrigation purposes only during the recognized irrigation season, and shall pay to Grantor twenty percent (20%) of all costs of maintaining and operating the irrigation system.
6. If from any cause beyond the control of Grantor a sufficient amount of water cannot be furnished to Grantee on an economically feasible basis, Grantor shall not be in

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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 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:

Philip W. Lawson

Walter R. Lawson

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GRANTEE:
Glenn A. Wilkinson
Patricia J. Wilkinson

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me by Philip W. Lawson and Mildred R. Lawson

this 1st day of July, 1981.

Doris Higginbotham - Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 16, 1984
My Commission Expires: Oct 16, 1984

Doris Higginbotham
NOTARY PUBLIC

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me by Glenn A. Wilkinson and Patricia J.

Wilkinson this 1st day of July, 1981.

Doris Higginbotham - Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 16, 1984
My Commission Expires: Oct 16, 1984

Doris Higginbotham
NOTARY PUBLIC

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EXHIBIT "A"

A PARCEL LOCATED IN AND BEING PORTIONS OF TRACTS 2, 3 AND 4, DOWLER SUBDIVISION, NATRONA 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 THERE TO 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 SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY 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.

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