

AGREEMENT

THIS AGREEMENT, Made in triplicate this 21 day of August 1955, between the

Fremont Irrigation Company (for convenience hereinafter called "the Company"), a Wyoming corporation, party

of the first part, and *Edna J. Foster* (for convenience hereinafter called "the Pur-

chaser"), of *Wyoming* State of *Wyoming* party of the second part.

WITNESSETH, that the Company has heretofore, on the 15th day of January, 1948, entered into a contract with

the State of Wyoming, acting by its State Board of Land Commissioners, whereby the Company bound itself to

construct a system of canals and irrigation works for the reclamation and irrigation of certain lands therein de-

scribed and referred to, which contract is of record in the office of the State Board of Land Commissioners at Chey-

enne, Wyoming, and is hereinafter called "the State Contract."

That the Company has heretofore entered upon the Work of construction of the necessary irrigation system for

the reclamation of the lands covered in the said State contract, being lands in Approved D. L. Segregation List No.

117, under authority of Permit No. 8238, issued by the State Engineer, which said permit is duly recorded in the

name of the Company.

That the irrigation system constructed under the permit heretofore mentioned will be completed to such an

extent that the Company will be able to deliver water for beneficial irrigation to the Lands mentioned in this

contract, on *August 1*, 19*55*; and the State Board of Land Commissioners of Wyoming has

authorized the Company to sell or contract for the sale of proportionate interests in the canal and system of irriga-

tion works, including a proportionate interest in the permits above mentioned and rights and franchises belonging

to the Company pursuant to law and to the terms of said contract with the State.

That the purchaser has made application to the Company to be permitted to purchase, upon the terms herein-

after set forth, the rights and privileges by said contract guaranteed, to the extent hereinafter named.

That in consideration of the sum of *Seven hundred and 77 1/2 dollars (\$ 775.00)* cash in hand paid

this day by the purchaser to the Company and in consideration of the covenants and agreements hereinafter con-

tained, it is agreed that in pursuance of the contract between the Company and the State, the purchaser shall be-

come entitled to *154 1/2* shares of the capital stock of the Fremont Water Company, the certificate thereof to

be in the form as follows, to-wit:

FREMONT WATER COMPANY

Shares *154 1/2*

This is to certify that *Edna J. Foster* is the owner of *154 1/2* shares of the

capital stock of the Fremont Water Company.

This certificate entitles the owner thereof to the right to the use of sufficient water from the Highland Canal for

the irrigation of the lands described in this certificate, not to exceed an average continuous flow of one-eighth of

a cubic foot of water per second of time for each acre of the following described lands, said water to be delivered

point it can be conveniently delivered to the following described land, to-wit:

N 1/4 Sec. 18, and NE 1/4 Sec. 19, T. 33 N., R. 108 W., 6 E. P.M., Wyoming

found to be susceptible of irrigation, subject to rules and regulations based upon a system of distribution of water

to the irrigators in turn and by rotation as will best protect and serve the interests of all the users of water from

said system, devised by the party of the first part, its successors or assigns and used by and with the consent and

approval of the State Board of Land Commissioners, in accordance with the terms of the contract between the State

of Wyoming and the Fremont Irrigation Company, and this certificate also entitles the owner to a proportionate

interest in all dams, canals or other irrigation works, dam, canal or reservoir permits granted by the State En-

gineer, and all other rights and franchises of the Fremont Irrigation Company, said proportionate interest being

based upon the number of shares finally sold in accordance with the said contract between the said Company and

the State of Wyoming, each share representing such interest as unit of one acre of irrigable land bears to the total

area of irrigable land included in said permits, and reclaimed by the said irrigation system.

This certificate and the interest it represents cannot be sold or disposed of separate and apart from the land

described herein. A sale or disposal of the land carries with it this certificate and the interest it represents to any

other land than that described in this certificate.

ATTEST:

By _____ Secretary.

By _____ President.

Said certificate to be delivered as provided by said State Contract and under the conditions therein stated.

The water which the purchaser shall have the right to conduct and receive through the said canal system shall

be used upon, and the water shall become dedicated and be appurtenant to, the following described land and no

other, to-wit:

N 1/4 Sec. 18, and NE 1/4 Sec. 19, T. 33 N., R. 108 W., 6 E. P.M.

And the parties hereto expressly agree as follows, to-wit:

1. This agreement is made in accordance with the provisions of said contract between the State of Wyoming

and the Company, which, together with the laws of the State of Wyoming under which this agreement is made

shall be regarded as defining the rights of the respective parties, and shall regulate the provisions of the shares of

stock to be issued to the purchaser by the Fremont Water Company.