

RECORDED MARCH 30, 1982 BK 265 PG 1 NO. 839216 MARGARET LEWIS, COUNTY CLERK

WATER WELL AGREEMENT

THIS AGREEMENT made and entered into this 18 day of March, 1982, by and between Larry C. Brown and Geraldine P. Brown (tract #9), William F. Schreder and Judith A. Schreder (tract #10), S. C. Salveson and Violet Salveson (tract #11), and Melvin R. Adami and Mary E. Adami (tract #12), hereinafter called the OWNERS.

WHEREAS, the owners of a tract of land in Terra Vista Subdivision in Sheridan County, Wyoming, which is divided into four tracts numbered 9, 10, 11 and 12, and all four tracts are served by a common well; it is the purpose of this agreement to provide for the perpetuation and maintenance of the common water supply.

WITNESSETH:

For and in consideration of the mutual promises and agreements hereinafter stated:

I.

The OWNERS have drilled a well and installed a pump located on tract 12, and is able to furnish water to the OWNERS.

II.

The OWNERS of each tract shall own a one quarter ($\frac{1}{4}$) interest in the water well located on tract 12 and the common water line between tract 12 and 9. The water line described in attached exhibit A shall be placed by the OWNERS from tract 12, across tracts 11 and 10 to tract 9. The OWNERS of tracts 9, 10, 11, 12 shall be individually responsible for maintaining the water line within the tracts.

III.

The OWNERS of each tract shall be entitled to water for a one (1) family dwelling on the property which shall be a minimum of two gallons per minute per tract. It is the intent of the OWNERS that this water well be used for household use only.

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IV.

In addition to the one quarter ($\frac{1}{4}$) interest in the water well, the OWNERS shall also have a one quarter ($\frac{1}{4}$) interest in the pump, heater, pressure tank and well house.

VI.

The utility bill on the pump and heater shall be divided equally among the number of owners using the water during each month.

VII.

The OWNERS agree that monies not collected for said expenses and maintenance or utilities shall constitute a lien on their tract and the amount may be enforced in the same manner as a mechanic's lien under the Wyoming Statutes.

VIII.

This agreement may be altered or changed at any time with written consent by all OWNERS of these tracts incorporated in the agreement. This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

Witness our hand s this 15 day of March, 19 82.

William F. Schuler
Judith A. Schuler
A. C. Salverson
Violet Salverson
Sam C. Brown
Herbert F. Brown
Nicholas K. Adams
May K. Adams

State of Wyo)
County of Suburban)

The foregoing instrument was acknowledged before me by Larry C. Brown and Geraldine P. Brown, this 20 day of March, 19 82.

My commission expires: _____

H. C. Lewis
NOTARY PUBLIC

State of Wyo)
County of Suburban)

The foregoing instrument was acknowledged before me by William F. Schreder and Judith A. Schreder, this 18 day of March, 19 82.

JERRILYN J. HANSON - Notary Public
County of Natrona State of Wyoming

My commission expires Nov. 21, 1982

H. C. Lewis
NOTARY PUBLIC

State of Wyo)
County of Suburban)

The foregoing instrument was acknowledged before me by S. C. Salveson and Violet Salveson, this 19 day of March, 19 82.

My commission expires: _____

H. C. Lewis
NOTARY PUBLIC

State of WYO)
County of Suburban)

The foregoing instrument was acknowledged before me by Melvin R. Adami and Mary E. Adami, this 20 day of March, 19 82.

MUCH I. LEWIS NOTARY PUBLIC

My commission expires: _____

H. C. Lewis
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION
EASEMENT OR WATER LINE

Easement to be 20' wide lying directly against the South right-of-Way line of Trish Drive in the Terra Vista Subdivision in Sheridan County, Wyoming, said easement to extend the full length of road frontage from Tract 9 to Tract 12. 1

Along with a 20' easement from a well lying N41°12'06"E 307.52 feet from the Southwest corner of Tract 12; thence N 74°24'05"W 70.19 feet to the center of the above mentioned easement.