

AGREEMENT

THIS AGREEMENT made and entered into this 13th day of November, 1991 by and between the SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD (hereafter referred to as the "JPB") and EUGENE C. FITZGERALD, P.O. Box 95, Sheridan, Wyoming 82801 (hereafter referred to as the "Developer").

WHEREAS, the JPB has designed and is constructing a water distribution system in the Beaver Flats Subdivision of Sheridan County as part of the West Big Goose Distribution System project; and

WHEREAS, included as part of this construction is a 2" waterline extending from the intersection of Beaver Drive of the Beaver Flats Subdivision and Moonlight Drive of the Beaver Flats Subdivision westerly for a distance of approximately 775 feet along said Moonlight Drive; and

WHEREAS, the Developer is the owner of the following-described lands in Township 55 North, Range 85 West, 6th PM, Sheridan County:

- 1) Section 10 - SW1/4 SE1/4, E1/2 SW1/4
- 2) Section 15 - NE1/4 NW1/4, N1/2 SE1/4 NW1/4; and

WHEREAS, the Developer desires to develop approximately fifteen (15) lots on the above-described lands located west of the Beaver Flats Subdivision and provide these lots with water from the JPB's system; and

WHEREAS, the planned 2" waterline to be constructed by the JPB is not of adequate size to serve the lots within the Beaver Flats Subdivision along Moonlight Drive and the fifteen (15) lots proposed for development; and

WHEREAS, a planned water booster station known as the Beaver Creek Booster Station (BCR-BS) within the West Big Goose Distribution System project, to be constructed along Beaver Creek Road by the JPB to serve the Beaver Flats area, is not of adequate capacity to serve the lands originally proposed for service in this area and an additional fifteen (15) lots proposed for development; and

WHEREAS, the Developer desires to pay and provide the JPB for increasing the size of the aforementioned 2" waterline along Moonlight Drive to 6", to extend the said 6" waterline in Moonlight Drive westerly, and to increase the Beaver Creek booster station (BCR-BS) to a capacity adequate for both the JPB's existing planned needs and those of the fifteen (15) lots proposed for development.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Developer shall pay to the JPB the following amounts:
 - a) the difference in cost to furnish and install 6" pipe in lieu of 2" pipe for the approximately 775 feet to be installed by the JPB in Moonlight Drive, including any necessary appurtenances;
 - b) the cost to furnish and install approximately 580 feet of additional 6" pipe and any necessary appurtenances westerly along Moonlight Drive from the JPB's proposed original termination point in Moonlight Drive to the western boundary of Tract 44, Beaver Flats Subdivision; and
 - c) the cost to increase the capacity of the JPB's proposed Beaver Creek Road Booster Station (BCR-BS) from 165 gallons per minute (gpm) to 240 gpm.

The costs to perform this work is estimated to be \$13,000. Upon receipt of this amount from the Developer, the JPB shall instruct its contractor currently constructing the water distribution system in the Beaver Flats Subdivision to perform this additional work. Upon completion of the work and at such time that the actual price is determined, the Developer shall pay any additional amounts over and above the estimated amount to

the JPB, or shall be reimbursed by the JPB if the actual price is determined to be less than the estimated amount.

2. After installation and at such time that Developer desires to make use of the improvements as described in paragraph 1, he shall be responsible and liable for all costs necessary to extend water mains and services to any tracts of land proposed for service, in accordance with the rules, regulations, policies, specifications and standards of the JPB. Additionally, the Developer, or his successor(s) in interest, shall pay to the JPB the then-current tap fee for each lot to be served prior to receipt of a building permit or construction of a residential or commercial unit upon that individual lot to be served. If the Developer, or his successor(s) in interest, does not make application for water service to a lot, no tap fee will be due.
3. All waterlines, facilities and appurtenances to be installed pursuant to this Agreement shall be the property of the JPB, with the exception of any water service lines installed, which shall become the property and responsibility of the Developer.
4. Developer shall abide by all rules, regulations and policies of the JPB relating to water service to the Developer's affected properties.
5. Upon all conditions to this Agreement having been satisfied, Developer shall be entitled to connect up to fifteen (15) 3/4" or equivalent number of services to the JPB's water system, and shall receive water service from the JPB. Said connections shall be made on the above-described lands.
6. Once service is provided to each lot receiving service by the JPB, the Developer or his successor(s) in interest receiving service shall be obligated to henceforth pay the property's proportionate share of the JPB's indebtedness, as defined by the JPB's Rules and

Regulations pertaining to user fees, and regardless of whether or not water is being used at the property.

7. Time is of the essence in this Agreement. Should Developer not make timely payment to construct these improvements as determined by the JPB, the JPB shall be under no obligation to instruct its contractor to perform this work. If, however, the improvements are not made, all payments made by the Developer shall be returned to him, less reasonable costs incurred by the JPB.

This Agreement shall be binding upon all successors in interest to the parties involved.

IN WITNESS WHEREOF, the JPB and the Developer have executed this Agreement as of the date first above written.

ATTEST:

George A. Meredith
George A. Meredith, Secretary

SHERIDAN AREA WATER
SUPPLY JOINT POWERS BOARD

Max A. DeBolt
Max A. DeBolt, Chairman

ATTEST:

DEVELOPER

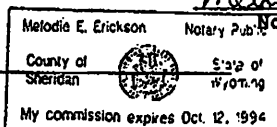
Robert James Wyatt

Eugene C. Fitzgerald
Eugene C. Fitzgerald
P.O. Box 95
Sheridan, Wyoming 82801

The foregoing instrument was acknowledged before me by Max A. DeBolt, this 18TH day of November, 1991.

Witness my hand and official seal.

My Commission Expires:



The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 19__.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

The foregoing instrument was acknowledged before me by Eugene C. Fitzgerald this 13th day of November, 1991.

Witness my hand and official seal.



Rochelle Gariffa
Notary Public

My Commission Expires: August 14, 1995.

The foregoing instrument was acknowledged before me by Robert James Wyatt, this 13th day of November, 1991.

Witness my hand and official seal.



Rochelle Gariffa
Notary Public

My Commission Expires: August 14, 1995.