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RECORDED MAY 8, 1992 BK 350 PG 204 NO 108805 RONALD L. DAILEY, COUNTY CLERK
AMENDED WELL AGREEMENT AND EASEMENT

THIS AGREEMENT, made this 4th day of May, 1992,
between Kenneth C. Elliott, hereinafter referred to as Grantor, and
Samuel D. Bennett, hereinafter referred to as Grantee, amends that
WELL AGREEMENT AND EASEMENT dated November 13, 1975, and recorded
on May 18, 1976, in Book 215, Page 263, in the records of the
County Clerk and Ex-Officio Register of Deeds, for Sheridan County,
State of Wyoming, as instrument Number 685631, to provide as
follows:

Whereas, the Grantor is the owner of a tract of land described
as follows:

The North 100 feet of tracts 68 and 69 of Brundage Place, a
subdivision of the SE1/4NW1/4, SW1/4NE1/4, NW1/4SE1/4 and
NE1/4SW1/4 of Section 2, Township 55 North, Range 84 West of
the 6th P.M., Sheridan County, Wyoming, excepting therefrom
the West 121 feet of the North 100 feet of said Tract 68;

and

WHEREAS, Grantee is the owner of a tract of land described as
follows:

The West 121 feet of the North 100 feet of Tract 68, of
Brundage Place, a subdivision of the SE1/4NW1/4, SW1/4NE1/4,
NW1/4SE1/4 and NE1/4SW1/4 of Section 2, Township 55 North,
Range 84 West of the 6th P.M., Sheridan County, Wyoming.

and

WHEREAS, the Grantor's predecessor in interest constructed a
well together with all necessary equipment and accessories on
Grantor's land and Grantee is to have the right to use water from
said well;

THEREFORE, in consideration of the mutual covenants and
agreements hereinafter to be kept and performed by each of parties
hereto, it is agreed as follows:

1. Grantee shall have an interest in said well sufficient to
provide adequate domestic water to Grantee. Grantee shall have
the right to take sufficient water from said well for Grantee's
domestic purposes and to convey such water from said well to
Grantee's above described tract of land by underground pipe line.

2. Grantee, for the purposes of conveying and using said water as above described, shall have an easement on, in, over and across, a strip of land ten (10) feet in width. The center line of said strip of land shall begin at the well and extend in a Westerly direction to Grantee's land above-described. Grantee shall have the right to enter upon Grantor's land for the purpose of maintaining, repairing and servicing said pipeline.

3. Grantee and Grantor each shall bear a proportion of all of the reasonable expenses connected with the maintenance of the well and accessories thereto and the cost of electricity to power the pump for the well. The proportion of said expenses to be born by Grantee and Grantor shall equal their respective proportionate consumption of the water provided by the well. However, Grantee, at his expense, shall keep and maintain the pipe line running to Grantee's land from said well in good order so that there will be no leakage or seepage therefrom, or any defects that may cause injury to the land and premises of the Grantor.

This agreement is made by the Grantor and the Grantee and is binding upon their respective heirs, administrators, executors, assigns and successors in interest forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed the instrument on the day first above written.

Kenneth C. Elliott
Kenneth C. Elliott, GRANTOR

Samuel D. Bennett
Samuel D. Bennett, GRANTEE

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS

The foregoing instrument was acknowledged before me by Samuel D. Bennett this 4th day of May, 1992.

Witness my hand and official seal.

Tonia S. Cole
Notary Public
My Commission expires Dec. 10, 1994

STATE OF WYOMING

COUNTY OF

) SS

The foregoing instrument was acknowledged before me by Kenneth C. Elliott this 14th day of May, 1992.

Witness my hand and official seal.

JANE P. CLARK

Notary Public

County of
SheridanState of
Wyoming

Notary Public

My commission expires

May 2, 1994