

LEACH FIELD AGREEMENT

THIS LEACH FIELD AGREEMENT is entered into this  
25<sup>th</sup> day of September, 2014, by and between Earl Leroy Prill and Teresia Ann Prill,  
husband and wife, of Ranchester, Wyoming, (herein referred to as the "Prills") and  
Joseph S. Kozlowski of Ranchester, Wyoming (herein  
referred to as the "Purchasers").

Recitals of Fact

1. Prills are the owners of a tract of land upon which their home is located and which is described as follows and which is referred to herein as "Prills Property":

A tract of land located in SE1/4 of Section 17, Township 57 North, Range 85 West of Sixth Principal Meridian, Sheridan County, Wyoming, more generally described as follows:

Beginning at a point located on the North right of way of the C.B. & Q. Railroad, said point being located North, 660 feet from the Southwest corner of said SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 17; thence West, 33 feet to a point; thence North 137.5 feet to a point; thence East, 225 feet to a point; thence South 137.5 feet to a point on said North right of way; thence West 192 feet to the point of beginning, together with all improvements thereon, and subject to all prior reservations, exceptions and liens of record.

TOGETHER WITH an easement for ingress and egress 30 feet wide and located in the SW1/4 of Section 17, Township 57 North, Range 85 West, Sheridan County, Wyoming, more specifically described as follows: Beginning at a point located North, 797.5 feet and 3 feet West of the Southwest corner of the SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of said Section 17; thence West 30 feet to a point; thence North 95 feet to a point; thence East, 30 feet to a point; thence South 95 feet to the point of beginning.

TOGETHER WITH all improvements, water, water rights, ditches, ditch rights, easements for access and appurtenances which are located on or appurtenances thereto.

2. Purchasers are acquiring the tract previously owned by Yvonne H. Prill upon which a home is located which is described as follows and which is referred to herein as "Purchasers' Property":

A tract of land located in SE2SE1/4 of Section 17, Township 57 North, Range 85 West of Sixth Principal Meridian, Sheridan County, Wyoming, more generally described as follows:



Beginning at a point located North 797.5 feet from the Southwest corner of SOASE<sup>1/4</sup>; thence West, 33 feet to a point; thence North 137.5 feet, more or less, to a point on the Southerly right of way of Highway U.S. 87; thence East, 225 feet to a point; thence South 137.5 feet to a point; thence West, 192 feet, more or less, to the point of beginning.

TOGETHER WITH all improvements, water, water rights, ditches, ditch rights, easements for access and appurtenances which are located on or appurtenant thereto.

SUBJECT. HOWEVER, to an easement for ingress and egress granted to David F. Prill and Mary F. Prill which is described as follows:

Beginning at a point located North, 797.5 feet and 3 feet West of the Southwest corner of the SE<sup>1/4</sup> of said section 17; thence West 30 feet to a point; thence North 95 feet to a point; thence East, 30 feet to a point; thence South 95 feet to the point of beginning.

3. Prills also own the following described property which is agricultural land and which is referred to herein as the "Pasture Land":

Township 57 North, Range 85 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 17: SE<sup>1/4</sup>SE<sup>1/4</sup>

EXCEPTING THEREFROM, a tract of land conveyed by John E. Eychaner and D. Eychaner to Grand Island and Wyoming Northern Wyoming Railroad Company by Right of Way Deed dated July 8, 1893 in Book E of Deeds at Page 298.

EXCEPTING FURTHER, a tract of land conveyed by Leroy W. Prill, Dorothy C. Prill, David F. Prill and Mary F. Prill to State of Wyoming, acting by and through its State Highway Commission by Warranty Deed dated April 23, 1955, which was recorded in the office of the Sheridan County Clerk and Recorder on May 12, 1955 in Book 102 of Deeds at page 79.

EXCEPTING FURTHER, a tract of land described in a Warranty Deed from Leroy W. Prill and Dorothy C. Prill to David F. Prill and Mary F. Prill which is dated September 28, 1970 and which was recorded in the office of the Sheridan County Clerk and Recorder on September 28, 1970 in Book 178 of Deeds at page 412.

EXCEPTING FURTHER, the tract of land which is described in a Warranty Deed from David F. Prill and Mary F. Prill to Leroy W. Prill and Dorothy C. Prill which is dated September 28, 1970 and which was recorded in the office of the Sheridan County Clerk and Recorder on September 28, 1970 in Book 178 of Deeds at page 413.

TOGETHER WITH ALL improvements, water, water rights, ditches, ditch rights, easements for access and appurtenances which are located on or appurtenant thereto.

4. A leach field which serves as the sewage disposal system of both the Prills Property and the Purchasers' Property is partially located on the Prills' Land and the Pasture Land.

5. It has not been legally established who originally paid for and/or owns the underground leach field, and the Prills and Yvonne H. Prill have been equally sharing in the use of the leach field for many years.

7. Consequently, the Prills and the Purchasers wish to enter into an agreement for the use and maintenance of the leach field to ensure equal and fair access and cost regarding use and maintenance of the existing leach field.

**Agreement**

NOW THEREFORE, IN CONSIDERATION of the premises, and the mutual covenants and conditions set forth herein, the Prills and the Purchasers agree as follows:

I. **Use and Maintenance of Leach Field:** Both parties shall have equal right to use the leach field, which is located partially under the pasture land, for the purpose of disposing of the excess water from each party's septic tank. Said right shall continue for so long as the leach field is reasonably able to handle the water from both parties. Neither party shall discharge any toxic or hazardous substance into the leach field. Each party shall be obligated to pay one-half (1/2) of the cost of maintaining and operating the said leach field. In the event the leach field needs small to moderate repair, maintenance, or improvements in order to function properly, either party may contract for such services, shall pay the provider of such services (thus becoming the payee) and then bill the other party for their corresponding amount due. In the event of said circumstances, it is preferred that the Prill's take the initial action of contracting with a repair company, if they can do so in a reasonable and timely manner, since at least a portion of the leach field is beneath their property. Unless there is a separate written agreement in place, the other party's portion of such costs is limited to five hundred (500) dollars, and shall be paid immediately after having been provided with a statement showing the amount and nature of such costs. In the event the other party fails to reimburse the payee all such funds when due after thirty (30) days following written notice thereof in addition to any other remedy available at law or in equity, and without

regard to an election of remedies, the payee shall have the right to seek collection from the other party. In the event that a substantial upgrade or repair is sought by either party that requires a significant modification or expansion of the shared leach field or its' components beyond one thousand (1000) dollars total, a new and separate written agreement shall be developed, negotiated, mediated, or arbitrated before any modifications begin, that seeks to fairly share the costs of such upgrades and as a result of shared costs, seeks continued equal rights of use by both parties. Without prior written agreement, no party may make physical modifications to or take actions on the leach field or its' access plumbing, nor other activities occur of any sort, that limit the other party's ability to continue using the leach field to discharge normal and standard amounts of household effluent.

**II. Covenant to Run With Land:** This Agreement shall be a covenant which shall run with the land and shall inure to the benefit of the parties hereto and to their successors in interest.

Dated this 25<sup>th</sup> day of September 2014

PRILLS:

Earl Leroy Prill

Earl Leroy Prill

Teresia Ann Prill

PURCHASERS:

Joseph Kozlewski - Jay Kozlewski

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STATE OF WYOMING )  
COUNTY OF Sheridan )SS.

The above and foregoing Leach Field Agreement was subscribed, sworn to and acknowledged before me this 30<sup>th</sup> day of September, 2014, by Earl Leroy Prill and Teresia Ann Prill, husband and wife.

(Seal)



Linda L. Logghe  
Notary public

My commission expires: June 27, 2018

STATE OF WYOMING )  
COUNTY OF Wyoming )SS.

The above and foregoing Leach Field Agreement was subscribed, sworn to and acknowledged before me this 27 day of Sept., 2014, by

(Seal) [Signature]

Notary public

[Signature]

My commission expires: Sept - 5 - 2016



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BOOK: 551 PAGE: 138 FEES: \$24.00 SM AGREEMENT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2014-716748 AGREEMENT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
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