



## STOCK WATER WELL LICENSE AND SHARING AGREEMENT

Donald Ray Spellman and Kathleen Spellman, husband and wife, of 7239 Hwy. 14-16 Unit C, Arvada, Wyoming 82831 ("**Spellmans**") and Vineyard Cattle Company, LLC, a Wyoming limited liability company, of Box 52, Arvada, Wyoming 82831 ("**Vineyard**"), hereby enter into the following water well license and sharing agreement.

### RECITALS

**WHEREAS**, **Spellmans** have recently purchased lands from **Vineyard** that include lands located in Sheridan County, Wyoming in T 54 North, R 77 West, 6<sup>th</sup> P.M., Section 1 and there is a stock water well located in that area nearly adjacent to the lands purchased by **Spellmans** upon which is locate a stock water well that exists by virtue of a State of Wyoming Board of Control ground water appropriation Permit No. UW 194454 for the Malli 4-1-54-77A well as shown in the attached Exhibit "1" diagram (the "Well"); and,

**WHEREAS**, the parties desire to enter into an agreement that will allow them to share access and use of said Well as set out in this Agreement.

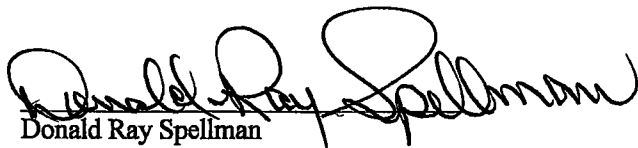
### AGREEMENT

#### THE PARTIES THEREFORE HEREBY AGREE AS FOLLOWS:

1. **Spellmans License to Use Stock Water Well.** **Spellmans** may, at their sole expense, use water produced from the well and delivered through an existing water pipeline to a tire stock tank that straddles the parties' mutual fence line roughly three-quarters of a mile North of the Well. **Spellmans** shall have reasonable access to check on the Well on or across **Vineyard's** lands with notice to **Vineyard** and the parties shall cooperate in good faith concerning the use of the well and the shared tire stock tank.
2. **Term.** The term of this Agreement shall be for the useful life of the stock water well designated in the State of Wyoming Board of Control order Record as the Well. The license described in this Agreement shall promptly terminate if the Well is abandoned or is not used and maintained for one (1) calendar year or more or is plugged. The license described in this Agreement shall also be specific to **Spellmans** according to the terms of this Agreement and may not be assigned or otherwise transferred to any other person or entity except as expressly allowed by the terms of this Agreement.
3. **Assignment.** This Agreement shall be otherwise binding upon **Vineyard** and its respective heirs, successors and assigns.
4. **Time.** Time is of the essence in this Agreement.
5. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Wyoming.



DATED this 2 day of November, 2018.

  
 Donald Ray Spellman

  
 Kathleen Spellman


VINEYARD CATTLE COMPANY, LLC  
 a Wyoming limited liability company

By:  - MANAGING MEMBER  
 Toby Vineyard – Managing Member

STATE OF WYOMING           )  
   : ss  
 County of Sheridan         )

The above and foregoing Water Well Sharing Agreement was executed and acknowledged before me this 2 day of November, 2018, by Donald Ray Spellman and Kathleen Spellman, husband and wife.

Witness my hand and official seal.

  
 Notary Public

My commission expires: 4/10/22






2018-746391 11/5/2018 4:31 PM PAGE: 3 OF 5  
BOOK: 577 PAGE: 564 FEES: \$24.00 MFP AGREEMENT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

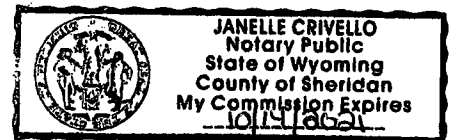
STATE OF WYOMING       )  
                                      : ss  
County of Sheridan       )

The above and foregoing Water Well Sharing Agreement was executed and acknowledged before me this 29<sup>th</sup> day of October, 2018, by Toby Vineyard in his authorized capacity as the managing member of and for Vineyard Cattle Company, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

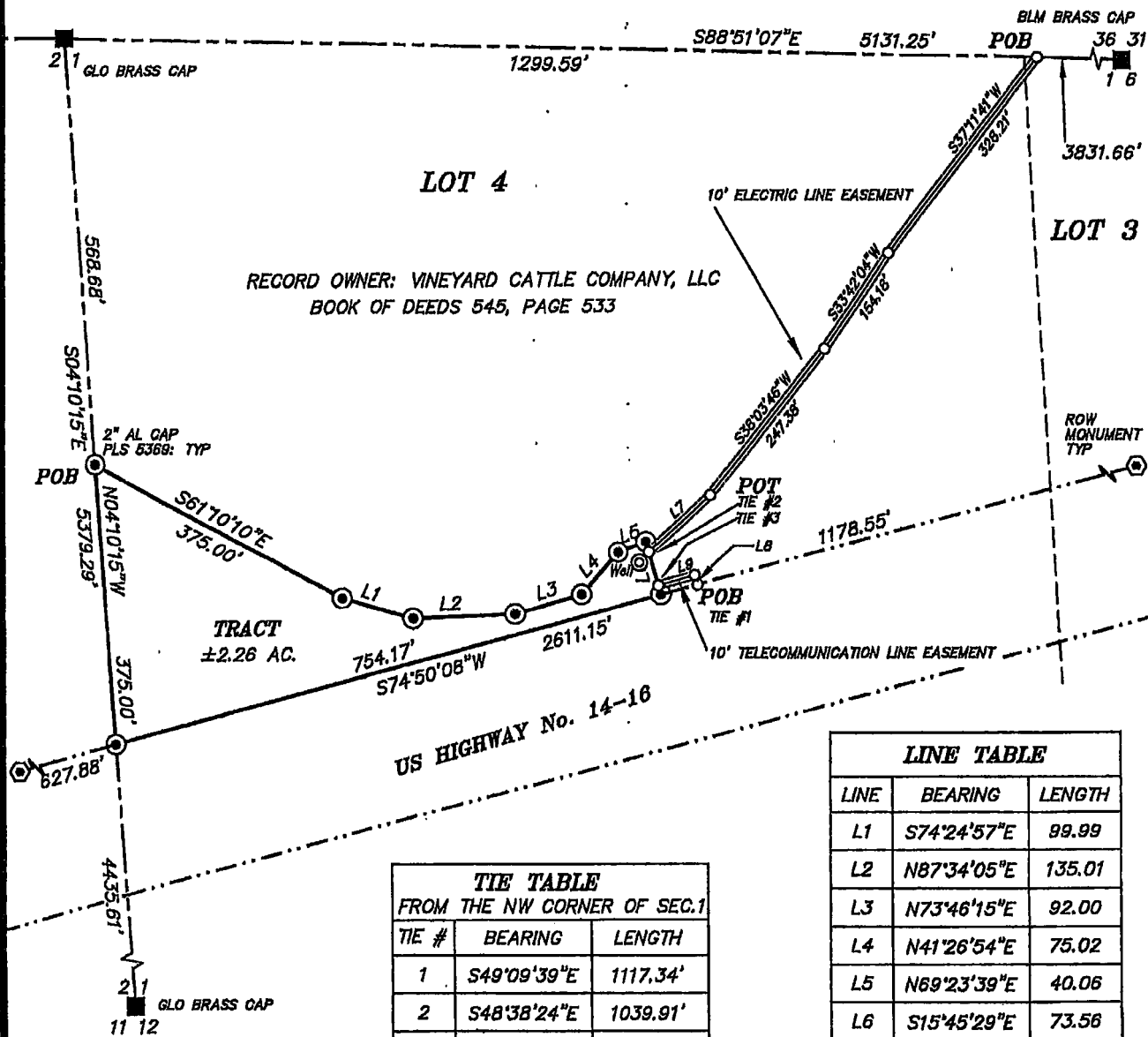
My commission expires: 10/14/2021





# EXHIBIT "1"

LOT 3 AND LOT 4, SECTION 1, T54N, R77W, 6TH PM, SHERIDAN COUNTY, WYOMING



TIE TABLE		
FROM THE NW CORNER OF SEC.1		
TIE #	BEARING	LENGTH
1	S49°09'39"E	1117.34'
2	S48°38'24"E	1039.91'
3	S47°18'04"E	1079.22'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°24'57"E	99.99
L2	N87°34'05"E	135.01
L3	N73°46'15"E	92.00
L4	N41°26'54"E	75.02
L5	N69°23'39"E	40.06
L6	S15°45'29"E	73.56
L7	S47°03'03"W	112.47
L8	N13°02'13"W	12.71
L9	S74°36'09"W	51.14



SCALE: 1"=200'  
BEARINGS ARE BASED ON THE  
WYOMING COORDINATE SYSTEM  
NAD 1983, EAST CENTRAL ZONE  
DAF: 1.000132

## LEGEND:

POB	POINT OF BEGINNING
POT	POINT OF TERMINUS
---	SECTION LINE
---	INTERIOR SECTION LINE
---	PROPERTY LINE
---	EASEMENT ROW
---	HIGHWAY RIGHT OF WAY



SECTION 1  
T54N. R77W  
Sheridan County. Wyoming



SCALE

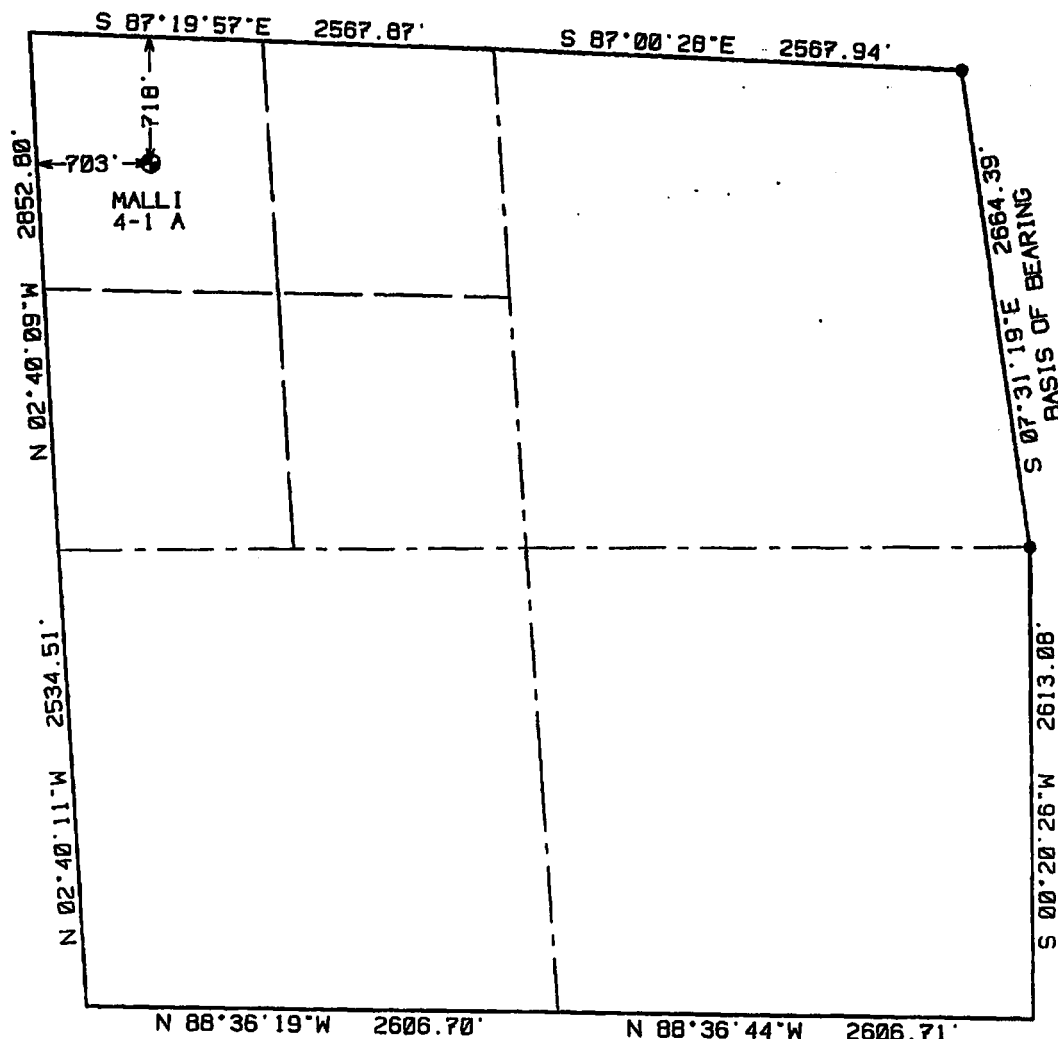
1"=1000'

NOTE:

LATITUDE:  
44.69056  
LONGITUDE:  
106.07944

LEGEND

- WELL LOCATION
- FOUND BLM  
BRASS CAP  
PER DEPENDENT  
RESURVEY



ELEVATIONS

LOCATION: 3802.7  
RP 100' NORTH: 3801  
RP 200' EAST: 3807  
Referred to USGS QUAD  
SPOT ELEVATION 3894

SURVEY AND PLAT:

Prepared by:  
DOYLE LAND SURVEYING  
300 S. Gillette Ave.  
Suite A-2  
Gillette, WY 82716  
Phone: 307-686-2410

PLATTED FIELD NOTES OF SURVEY  
MARKING WELL LOCATION  
FOR

CMS OIL & GAS  
DENVER, COLORADO

CERTIFIED AS TRUE AND CORRECT:

