



SHARED WATER WELL AGREEMENT AND EASEMENT

THIS SHARED WATER WELL AGREEMENT AND EASEMENT (herein the "Agreement"), is made and entered into this 20 day of November, 2017, by and between Peter G. Schoonmaker, a single man, (collectively "Schoonmaker") and Max Simonson and Bailey Simonson, husband and wife, (collectively "Simonson"). The terms of the Agreement are as follows:

RECITALS:

WHEREAS, Schoonmaker owns Tract 5 of the Whispering Hills subdivision, a subdivision located in Sheridan County, Wyoming, as illustrated in that Declaration of Covenants, Conditions, Restrictions and Easement of Whispering Hills recorded on February 12, 2007, in Book 481 at Page 729 of the official platting records of the Sheridan County, Wyoming Clerk and Recorder ("Whispering Hills Subdivision");

WHEREAS, Simonson is purchasing Tract 4 of the Whispering Hills Subdivision from Schoonmaker;

WHEREAS, a water well known as "Bliss 9-17-58-83 MZ-CR" under Permit No. U.W. 200212 is a domestic well (well bore, casing, submersible pump and well pipe and associated piping, plumbing fixtures, wiring, well pump controls and pressure tank, the well house and all other appurtenances to the system supplying water from underground), under that Statement of Completion and Description file in the records of the Wyoming State Board of Control in Book No. 1440 at Page 62 for that water well located within Tract 5 of the Whispering Hills Subdivision (hereafter known as "Well") is located on property owned by Schoonmaker. It is understood by all parties that Schoonmaker is the sole record owner of the Well, and Schoonmaker agrees that he has secured the name, permit number and the official Order Record from the Wyoming State Board of Control, copies of which are incorporated herein by reference.

WHEREAS, the parties desire that the water for domestic purposes for both parties shall be furnished by the Well on a shared basis for Tract 5 and Tract 4 of the Whispering Hills Subdivision to facilitate Schoonmaker's sale of Tract 4 to Simonson, and a water supply line shall be installed from the Well to Tract 4 to serve as the domestic water supply thereon; and,

WHEREAS, the parties desire a written agreement concerning said well and distribution system and the rights of use, access, maintenance/repair/replacement for the common use of the water supplied from the Well.

NOW THEREFORE, pursuant to and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The parties hereby agree that the available water produced from the Well shall be shared between them equally for domestic use purposes. The parties shall use the Well solely as a source of domestic water for household consumption and lawn and garden irrigation.
2. Schoonmaker hereby grants to Simonson, to and for the benefit of Tract 4, an easement along the route described on **Exhibit A**, attached hereto and incorporated herein by reference, for the purpose of providing the owner of Tract 4 the right to install a water supply line and appurtenances thereto from the Well to Tract 4, the right to connect and use the water from the Well and the right of vehicular access to and from the Well for any purpose reasonably related to the use of the Well.



3. The actual reasonable and necessary expenses of operation, maintenance, repair and replacement of the Well, pump, motor, storage and housing facilities of the Well shall be borne by both parties equally. Such actual expenses shall be documented and exchanged by and between the parties at least annually. The parties shall communicate, share information, and cooperate in good faith concerning this Agreement and their respective rights and responsibilities under this Agreement at all relevant times.
4. The parties agree that written consent shall be obtained from each party or that party's designee, prior to incurring expense or other liability for any Well system maintenance, replacement or improvement, except in emergency situations. An emergency situation is defined as the failure of any shared portion of the Well system to deliver water upon demand.
5. Each party shall be individually responsible for, and shall individually and promptly pay, the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which shall run from said Well to their respective properties for use. The parties' individual water pipelines shall each have service cutoff valves at or near the Well.
6. In the event one party's negligence causes damage to the shared Well, pump, motor, storage, housing facility or other accessories, the negligent party shall be responsible for payment for all repairs to put the Well, pump, motor, storage, housing facility or other accessory back into as good of condition as it was prior to the negligent act.
7. The parties hereby agree that each shall have the ongoing reasonable right of ingress and egress to and from and over and upon the property of the other to operate monitor, inspect, maintain and repair the Well, pump, motor, storage, well house facility and water piping and lines associated with the Well. Such right shall be set forth in separate easement instrument that shall be recorded with the Sheridan County Clerk and Recorder's Office contemporaneously with the execution of this agreement.
8. The rights granted in this Agreement shall not be severable from Tract 5 and/or Tract 4 real property and improvements described herein, nor separately conveyed therefrom by either party or their respective heirs, successors and/or assigns without the prior fully informed signed written common consent of all the parties to this Agreement. Similarly, the water produced from the Well shall not be sold or divided, save and except as provided in this Agreement, without the prior fully informed signed written common consent of all the parties to this Agreement.
9. In the event that a party determines in good faith that there is or may be a material default attributable to the other party under the terms of this Agreement, the non-defaulting party shall provide written notice of such claim to the other party promptly in a signed writing pursuant to the notice provisions of this agreement. The party receiving such a notice shall, thereafter have thirty (30) consecutive calendar days to fully cure any existing material default and to notify the other party of such cure. No party may file any suit or other proceeding against the other party unless and until such notice and opportunity to cure have been fully provided. Any party who is required to provide such notice, does so, and then files suit or pursues any relevant administrative proceeding to enforce this Agreement, and who prevails in any such suit or proceeding, shall be entitled to recover their reasonable attorney fees and costs incurred to do so. If one party is determined to be in breach of their obligations hereunder, then that defaulting party shall be cut off from their use of the Well, and the water therefrom, until the default is cured.

10. Miscellaneous terms.

- a. Time of Essence. Time is of the essence in the performance of all rights, duties and obligations under this Agreement.
- b. Entire Agreement. This agreement and its associated easement together represent the entire integrated written agreement between the parties with respect to its subject matter and all prior agreements, understanding, discussions or negotiations shall be deemed fully merged herein.
- c. No Oral Modifications. No amendments or modifications to this Agreement can be made or deemed to have been made unless made in a writing executed by all parties to this Agreement.
- d. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Wyoming.
- e. Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this or any of its provisions or in any other way be construed to affect the meaning or construction of this instrument or any of its provisions or in any other way be construed to affect the meaning or construction of this instrument or any of its provisions.
- f. Notices. Whenever any notice, demand or request is required or permitted under this Agreement such notice, demand or request shall be in writing and shall be deemed to have been properly given or served when delivered in person to the other party or on the third business day after being deposited in the United States mails, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses set forth below or at such other addresses as follows:

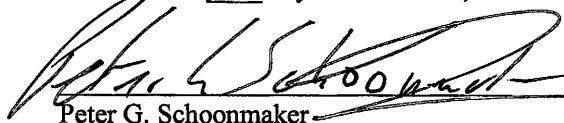
If to Schoonmaker: 24 Painted Hills Lane, Sheridan, WY 82801.


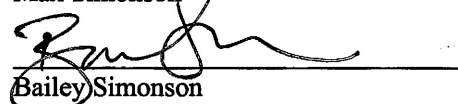
If to Simonson: P.O. 6572 Sheridan WY 82801

No change in address shall be effective for purposes of this agreement unless and until it is actually provided to all other parties pursuant to the notice provisions of this Agreement in writing.

- g. Additional Documents. The parties shall, promptly after request, execute and deliver to each other, any and all additional documents not specifically referred to herein but which are necessary, helpful, convenient or appropriate to fully effectuate the purposes of this Agreement.
- h. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated jointly in the preparation of this Agreement with and through their own independent attorney.
- i. Waiver. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

DATED this 20 day of November, 2016.


Peter G. Schoonmaker


Max Simonson

Bailey Simonson



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING)

) SS.

COUNTY OF SHERIDAN)

The foregoing easement instrument was executed and acknowledged in person before me by Peter G. Schoonmaker, this 10 day of ~~November, 2017~~ January 2018

Executed and acknowledged to before me this 10 day of January, 2017. 8

J. Hando
Notary Public

My Commission Expires: 6-18-19



STATE OF WYOMING)

) SS.

COUNTY OF SHERIDAN)

The foregoing easement instrument was executed and acknowledged in person before me by Max Simonson and Bailey Simonson, this 10 day of ~~November, 2017~~ January 2018

Executed and acknowledged to before me this 10 day of January, 2017. 2018

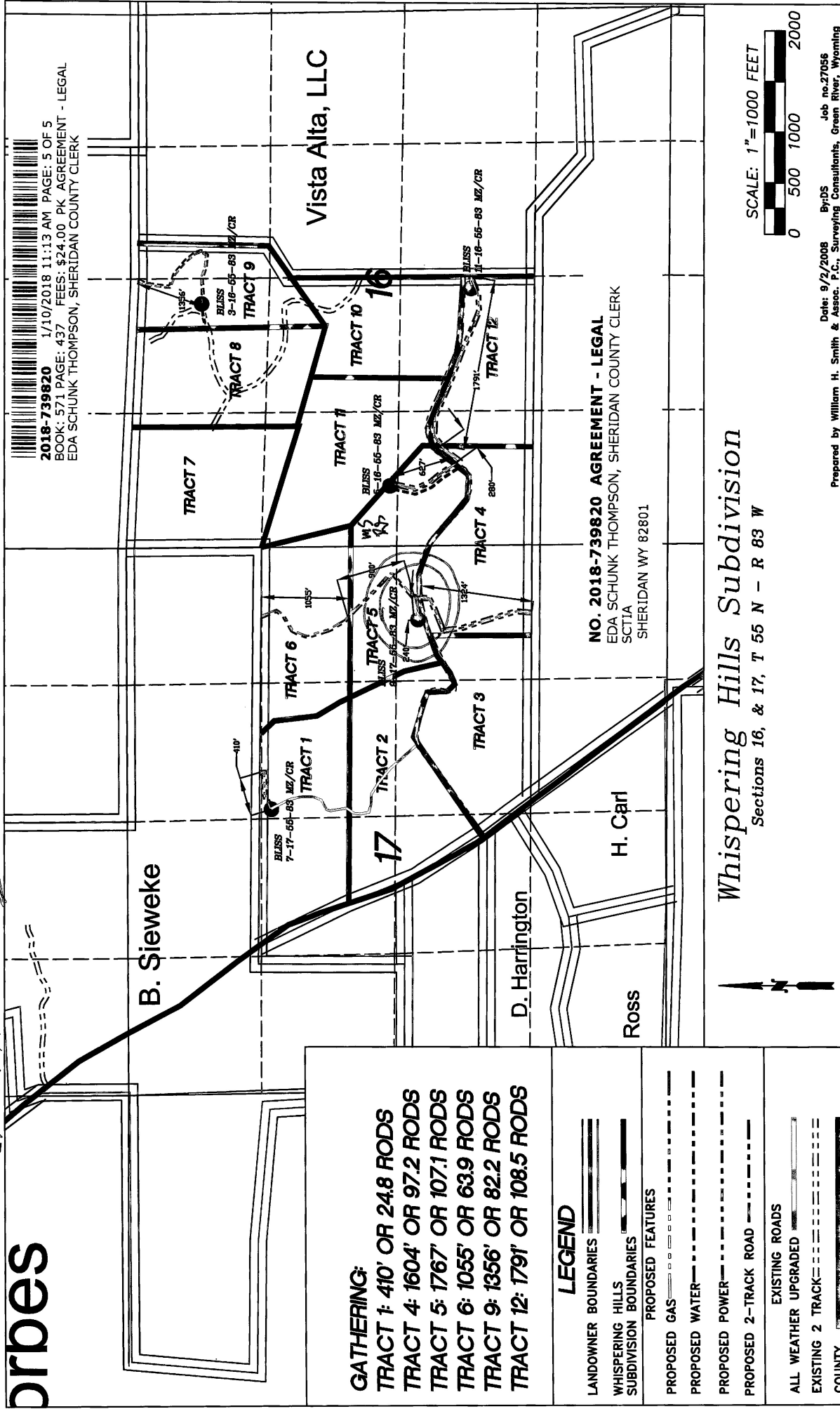
J. Hando
Notary Public

My Commission Expires: 6-18-19



orbes

Exhibit A



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK