

AGREEMENT RELATIVE TO USE OF SPRING AND APPURTENANCES

RECORDED MARCH 26, 1990 BK 333 PG 486 NO 52849 RONALD L. DAILEY, COUNTY CLERK

THIS AGREEMENT, made and entered into this day by and between GREG KOBOLD of Sheridan County, Wyoming, hereinafter called the First Party; and EUGENE C. CALVERT and THERESA K. CALVERT, of Sheridan County, Wyoming, hereinafter called the Second Parties;

WITNESSETH, THAT:

WHEREAS, there is located on the land owned by the First Party, a spring which has been developed and which furnishes water to the buildings and land to both the First Parties and the Second Parties, and

WHEREAS, the water is transported to the respective buildings and land of the Parties hereto through appurtenances and water lines, and it is intended that the Parties hereto, and their successors in interest and assigns shall have the joint use of said spring and said appurtenances and water lines, and that neither Party shall serve additional residences with water from said spring through said water lines without the written consent of the other Party, and

WHEREAS, it is intended that the Parties hereto shall jointly maintain said spring and appurtenances, and that the First Party shall be responsible for the maintenance of that part of the water line which serves only the buildings and land owned by the First Party and that the Second Parties shall be responsible for the maintenance of the part of the water line which serves only the buildings and land owned by the Second Parties.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties hereto as follows:

I.

The First Party does grant unto the Second Parties and to their heirs, assigns and successors in interest, the right to jointly use the spring which presently furnishes water to the buildings found on the First Party's lands and to the buildings found on the Second Parties' lands.

II.

The First Party does hereby grant and convey unto the Second Parties and to their heirs, executors, administrators and assigns, an easement and right-of-way of 20 feet in width, to use the water line presently conveying water from said spring to the buildings and land of the Second Parties (see Exhibit "A").

III.

IT IS EXPRESSLY UNDERSTOOD that this easement is intended to be an easement running with the land and that the terms of this Agreement shall inure to the benefit of and be binding upon the heirs at law, successors in interest and assigns of the Parties hereto.

IV.

IT IS UNDERSTOOD AND AGREED that the Parties hereto shall be responsible for the maintenance of said spring and appurtenances as follows:

- (a) The Parties hereto shall be jointly responsible for the maintenance and protection of the spring, pump and appurtenances found on the First Party's land and furnishing water to the buildings and land of the First Party and the Second Parties as hereinabove stated.
- (b) The Parties hereto shall share equitably the cost of electrical power to operate the pump for the spring that furnishes water to the Parties' buildings and land.

(c) The First Party shall be responsible for the maintenance and protection of that part of the water line which serves only the buildings and land of the First Party.

(d) The Second Parties shall be responsible for the maintenance and protection of that part of the water line which serves only the buildings and land of the Second Parties.

V.

Second Parties agree to pay any damages which may be caused to livestock, crops, pasture, fences or buildings of the First Party while maintaining, relaying or repairing that portion of said water line which is used exclusively by Second Parties to serve the buildings and land of the Second Parties.

VI.

IT IS AGREED that neither Party shall make use of the spring or the water line to furnish water to any new or additional residences on the premises of such Parties, without the written consent of the other Parties first had and obtained to such usage, however nothing hereto shall prevent either Party from installing additional water service outlets to provide water to existing buildings and land.

IN WITNESS WHEREOF, the Parties hereto set their hands to this Agreement this 23 day of March, 1990.

GREG KOBOLD
GREG KOBOLD

EUGENE C. CALVERT
EUGENE C. CALVERT

THERESA K. CALVERT
THERESA K. CALVERT

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before me this 23 day of March, 1990, by GREG KOBOLD.

WITNESS my hand and Official Seal.

[Signature]
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPT. 18, 1991

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

23 The foregoing instrument was acknowledged before me this 23 day of March, 1990, by EUGENE C. CALVERT and THERESA K. CALVERT, husband and wife.

WITNESS my hand and Official Seal.

[Signature]
Notary Public

My Commission expires: MY COMMISSION EXPIRES SEPT. 18, 1991

EXHIBIT A

LEGEND

- FOUND No. 5 REBAR
- SET 1-1/2" ALUMINUM CAP PER L.S. 2615
- SET 1-1/2" ALUMINUM CAP FOR WITNESS CORNER PER L.S. 2615
- NOTHING SET
- BOUNDARY LINE FOR PARCEL 1
- BOUNDARY LINE FOR PARCEL 2
- X-X- FENCE LINE
- - - ACCESS EASEMENT
- - - WATER LINE EASEMENT

SURVEYOR'S CERTIFICATE

STATE OF WYOMING } ss
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT A DULY LICENSED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

RONALD W. PRESTFELDT WY L.S. 2615

