

AGREEMENT FOR WATER LINE

Agreement made the 16th day of February, 1990, between Jack D. Eccles and Marian M. Eccles, husband and wife, hereinafter referred to as the first adjoining owners, which expression shall be deemed to include their heirs and assigns, and Terry and Vera Olson, husband and wife, hereinafter referred to as the second adjoining owners, which expression shall be deemed to include their heirs and assigns.

Whereas, the first adjoining owners are the owners in fee simple of a certain parcel of land described as follows:

The East 51 1/2 feet of Lot 10 in Block 8 of Nielsen Heights an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming.

And Whereas, the second adjoining owners are the owners in fee simple of a certain other parcel of land described as follows:

The West 90.5 feet of Lot 10, Block 8, of Nielsen Heights, an Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

And whereas, water Permit Number 2084 authorizes water service pipes to supply premises situated on Lot 10, Block 8, Addition Nielsen Heights, on Avon Street between Bellevue and Adair Streets with stop box located 17.7 feet West and 3.5 feet North of the N.E. corner of 755 Bellevue;

And Whereas, said water line supplies city water for use upon both parcels;

It is hereby agreed as follows:

1. The said water line shall continue to be used for both parcels until such time as the City of Sheridan may require construction of any additional lines.

2. Any cost of reasonable repair and maintenance of the existing commonly-used line, which is not paid by the City of Sheridan, shall be shared by the owners.

3. If the City of Sheridan requires a new line to be installed to supply either of these parcels separately, the first adjoining owners or their successors in interest shall pay the costs of the water line, its installation, tap fee, plant investment fee and any other amount charged by the City with respect to the new water line.

4. After construction of any such new line, the owner of the parcel supplied by any such new line shall have no further right to use the older commonly-used line. After construction of any such new line, the owner of the parcel supplied by any such new line shall have no duty to share in the cost of repair and maintenance of the older commonly-used line, except for the right of recovery by one owner from the other for negligence resulting in damage to the older line.

5. The right of either owner to contribution from the other owner under this Agreement shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

7. Owners' shares of costs of reasonable repair and maintenance, together with interest, shall be a charge on the land and shall be a continuing lien upon the property.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16 day of February, 1990.

Jack D. Eccles
Jack D. Eccles

Marian M. Eccles
Marian M. Eccles

Terry Olson
Terry Olson

Vera Olson
Vera Olson

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 16 day of February, 1990, by Jack D. Eccles and Marian M. Eccles.

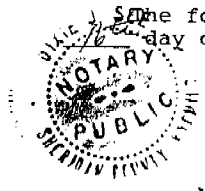


[Signature]
NOTARY PUBLIC

commission expires: June 25, 1991

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

Some foregoing instrument was acknowledged before me this
day of February, 1990, by Terry Olson and Vera Olson.



[Signature]

NOTARY PUBLIC

My commission expires: June 25, 1991