

AGREEMENT PERTAINING TO USE AND MAINTENANCE  
OF SPRING AND CISTERN PROVIDING DOMESTIC WATER

THIS AGREEMENT made and entered into this 11th day of December, 1985 by and between S. K. JOHNSTON, JR., a married man dealing in his sole and separate property, whose address is Krystal Building, Suite 600, 100 West 9th Street, Chattanooga, Tennessee 37402, hereinafter referred to as "Johnston"; and CHARLES L. WHITON and EDITH L. WHITON, husband and wife, whose address is P. O. Box 830, Big Horn, Wyoming 82833, and HERMAN F. WHITON, JR., a married man dealing in his sole and separate property, whose address is P. O. Box 1341, Sun Valley, Idaho 83553, hereinafter referred to as "Whitons."

WITNESSETH:

WHEREAS, Johnston is the owner of certain real property located in Sheridan County, Wyoming, formerly owned by Whitons; and

WHEREAS, a spring located on the lands recently acquired by Johnston provides domestic water to the house occupied by Charles L. Whiton and Edith L. Whiton; and

WHEREAS, the said spring and cistern also supply water to the residence located on the lands acquired by Johnston; and

WHEREAS, the parties wish to enter into an agreement setting forth their understanding with regard to continued use and maintenance of the said spring and cistern;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), paid by Whitons to Johnston, and the mutual promises and covenants contained herein, the parties agree as follows:

1.

The spring and cistern water system situated on the West Fork of Sackett Creek in the W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 22, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming shall be used, maintained and operated jointly by Whitons and Johnston as follows:

A. All costs associated with the spring, cistern and pipeline to the point at which it forks shall be borne jointly by the parties hereto.

B. All costs relating to the maintenance of the system below the point at which the pipeline forks into a system supplying Johnston's residence and Whiton's residence shall be maintained by the respective party being supplied.

2.

Whitons shall have the right to enter upon the lands of Johnston described on Exhibit A for the purpose of maintaining, repairing and replacing the system, and shall have an easement extending 7 $\frac{1}{2}$  feet on either side of the centerline described on Exhibit A.


3.

This agreement shall be binding upon and inure to the benefit of the heirs, executors, successors and assigns of the parties hereto; however, the existing burden placed upon the spring shall not be increased by Whitons, their heirs or assigns, without the consent of Johnston.

Dated this 11th day of December, 1985.

  
S. K. JOHNSTON, JR.

  
CHARLES L. WHITON

  
EDITH L. WHITON

  
HERMAN F. WHITON, JR.

STATE OF Wyoming )  
 County of Sheridan ) ss.

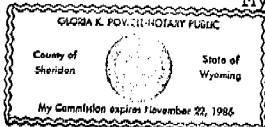
The foregoing instrument was acknowledged before  
 me this 11th day of December, 1985 by S. K. JOHNSTON, JR.

WITNESS my hand and official seal.

Gloria K. Powell  
 Notary Public

My Commission expires:

Nov. 22, 1986



STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

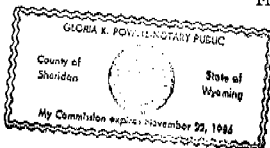
The foregoing instrument was acknowledged before  
 me this 11th day of December, 1985 by CHARLES L. WHITON and  
 EDITH L. WHITON, husband and wife.

WITNESS my hand and official seal.

Gloria K. Powell  
 Notary Public

My Commission expires:

Nov. 22, 1986



STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

The foregoing instrument was acknowledged before  
 me this 11th day of December, 1985, by HERMAN F. WHITON, JR.

WITNESS my hand and official seal.

Gloria K. Powell  
 Notary Public

My Commission expires:

Nov. 22, 1986

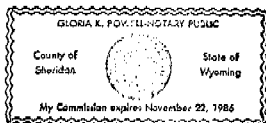
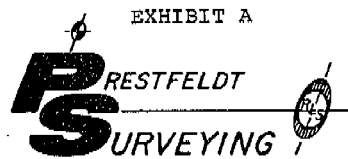


EXHIBIT A



WYOMING LS 2815  
MONTANA LS 5640S  
UTAH LS 6168  
IDAHO LS 4486

POST OFFICE BOX 3082  
SHERIDAN, WYOMING 82801  
(307) 674-7085

LEGAL DESCRIPTION

WATER LINE EASEMENT

A water line easement being fifteen feet wide, lying in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 22, Township 54 North, Range 84 West, 6th P.M., Sheridan County Wyoming; The centerline described as follows:

Beginning at a point lying on the south line of a tract described in Book 259 of Deeds, Page 594, said point being S61°21'17"E, 517.79 feet from the west quarter corner of said Section 22;

Thence N60°36'04"W, 28.21 feet to a point;

Thence S69°39'59"W, 451.66 feet to a point on the east line of said Section 22 and the west line of said tract described in Book 259 of Deeds, Page 594, said point being S00°55'31"E, 391.37 feet from the said west quarter corner of Section 22.

Basis of Bearings is Wyoming State Plane.