

IRRIGATION SYSTEM AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March 1996, by and between the undersigned, Mansel C. Johnston and Thelma M. Johnston, husband and wife, Ray George and Julia A. George, husband and wife, Terry L. Wall and Karen E. Wall, husband and wife.

WHEREAS, Mansel C. Johnston and Thelma M. Johnston, husband and wife, are the record owners of Lot 1 of Winding Brook Meadows Second Addition, Sheridan County, Wyoming, and;

WHEREAS, Ray George and Julia A. George, husband and wife, are the purchasers under an Agreement for Warranty Deed of Lot 2, Winding Brook Meadows Second Addition, Sheridan County, Wyoming, and;

WHEREAS, Terry L. Wall and Karen E. Wall, husband and wife, are the purchasers of the Lot 2, of Winding Brook Meadows Second Addition, Sheridan County, Wyoming, and;

WHEREAS, there is situated upon Lots 1 and 2 of Winding Brook Meadows Second Addition a certain irrigation system which consists of pipe and sprinkler heads which is used to irrigate both Lots 1 and 2 of Winding Brook Meadows Second Addition, and;

WHEREAS, the source of the irrigation water for the aforementioned Lots crosses Lot 13 of Winding Brook Meadows First Addition, Sheridan County, Wyoming, where an easement is of record, and;

WHEREAS, the owners of Lots 1 and 2 of Winding Brook Meadows Second Addition share equally in the ownership of certain irrigation pipe and sprinkler heads which are used to irrigate Lots 1 and 2 of Winding Brook Meadows Second Addition, and,;

WHEREAS, the owners of the respective lands set forth above, together with the irrigation pipe, sprinkler heads and certain water rights wish to enter into an agreement relating to said ownership.

NOW THEREFORE, the undersigned hereby agree as follows:


1. The owners of Lots 1 and 2, shall each have the right to enter upon their respective lots for the purposes of maintenance and repair of the irrigation system, together with the right to move the pipe during the respective times when their water is available.
2. The owners of Lots 1 and 2 shall exercise all due care and diligence so as not to create any surface damage to any of the lands enumerated herein.
3. The owners of Lots 1 and 2 shall share equally in the cost of all maintenance, repair and replacement of the irrigation system, which is the subject of this agreement. Both owners shall share equally in the cost of all maintenance, repair and replacement for the system which lies within Lot 13 of Winding Brook Meadows First Addition.
4. Any costs associated with the joint operation of the irrigation system shall be borne equally by the owners of Lots 1 and 2.
5. The parties hereto pledge their cooperation each with the other so that the irrigation pipe and sprinkler heads can be effectively utilized to irrigate Lots 1 and 2.
6. The parties hereto reserve the right to use and enjoy so much of the surface of the respective lots as the same may be necessary for the purposes herein granted.
7. The parties hereto hereby agree not to build, created or construct any obstruction, structure or building which would impair the utilization of the surface for the purposes contained in this agreement.

THE TERMS, CONDITIONS AND PROVISIONS hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors or assigns of the parties hereto.

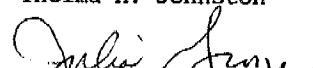
THE PARTIES, hereto hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 29th day of March, 1996.


Mansel C. Johnston


Ray George


Thelma M. Johnston


Julia A. George

STATE OF WYOMING)
) ss
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by
 Mansel C. Johnston and Thelma M. Johnston this 28th day of March,
 1996.

Witness my hand and official seal.



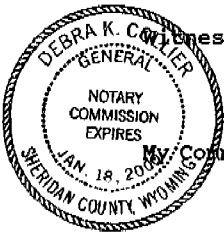
Marjorie L. Carter
 Notary Public

My Commission Expires: 9-7-98

STATE OF WYOMING)
) ss
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by
 Ray George and Julia A. George this 29th day of March, 1996.

Witness my hand and official seal.



Debra K. Cowler
 Notary Public

My Commission Expires: 1-18-2000