

AGREEMENT CREATING EASEMENT FOR COMMON WATERWELLS
AND WELLHOUSE AND EASEMENT FOR INGRESS AND EGRESS

This Agreement made this 16th day of July, 1979,
by and between Everett D. Ziemer and Billie J. Ziemer, Husband
and Wife, of Buffalo, Wyoming, and Donald W. Hamstreet and
Louann L. Hamstreet, Husband and Wife, of Sheridan, Wyoming.

WHEREAS, the parties hereto have an interest in adjoining
real estate situate in Sheridan County, State of Wyoming, the
Ziemer's property being described as follows;

A tract of land situate in the NE 1/4 SW 1/4
of Section 7, Township 53 North, Range 83 West
of the 6th P.M., Sheridan County, Wyoming,
described as follows:

Beginning at a point on the South right of way
line of the Story-Piney Inn County Road, which
point is 18 feet East of a point 573.3 feet
South from the Northwest corner of the NE 1/4
SW 1/4 of said Section 7, thence South 175
feet to a point; thence East 200 feet to a
point; thence North 184.2 feet to the South
line of said County Road, thence South 84°
45' West 200 feet, more or less, to the
point of beginning.

The Hamstreet property being described as follows;

A tract of land situate in the NE 1/4 SW 1/4
of Section 7, Township 53 North, Range 83 West
of the 6th P.M., Sheridan County, Wyoming,
described as follows:

Beginning at a point which is 175 feet South
of a point on the South right of way of
the Story-Piney Inn County Road, which point
is 18 feet East of a point 573.3 feet South
from the Northwest corner of the NE 1/4 SW 1/4
of said Section 7, thence South 165 feet to a
point; thence East 200 feet to a point; thence
North 165.0 feet to a point that is 184.2 feet
South of the South line of said County Road,
thence South 84° 45' West 200 feet, more or
less, to the point of beginning.

WHEREAS, there presently exists two waterwells on the
Ziemer property located approximately 60 feet East and 5 to
12 feet North of the Southwest corner of the Ziemer property
as aforescribed, and a wellhouse, which wellhouse is located
in approximately the same location partly on the Ziemer property
and partly on the Hamstreet property as aforescribed; and

WHEREAS, the parties to this Agreement desire to create a common use of the wellhouse and wells between the above described adjoining lots owned by them for the benefit of each of them; and

WHEREAS, the parties hereto wish to create an easement across the aforescribed lands of the Ziemers to the aforescribed lands of the Hamstreets for purposes of ingress and egress to the Hamstreet land from the public highway;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto mutually agree to the creation of an easement for the common wells and wellhouse in favor of each of the aforescribed parcels of land owned by the Ziemers and Hamstreets respectfully, which easement is created over the land whereon the waterwells and wellhouse are located for the benefit of each of the aforescribed parcels of land for the purpose of creating and maintaining common wells and wellhouse for the benefit of the above described lots.
2. This easement is superior and paramount to the rights of any of the parties hereto and their respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.
3. The parties further agree that they shall equally share the costs and expenses of maintaining the above described wells and wellhouse in good repair.
4. Everett D. Ziemer and Billie J. Ziemer, Husband and Wife, in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to Donald W. Hamstreet and Louann L. Hamstreet, Husband and Wife, of Sheridan, Wyoming, grantees, their heirs and assigns, the following easement:

An easement for ingress and egress from grantee's lands hereinabove described across the aforescribed lands of grantors, which easement is 15 feet in width lying adjacent to and parallel with the easterly line of grantor's lands running from the Story-Piney Inn County Road easterly a distance of approximately 184.2 feet to grantee's lands as herein described. Said easement shall run with

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grantor's lands and the title thereto and be binding on the grantors and their heirs and any person who shall hereafter acquire title to grantor's property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Sheridan, Wyoming, the day and year first above written.

Everett D. Ziemer

Billie J. Ziemer

Donald W. Hamstreet

Louann L. Hamstreet

STATE OF WYOMING)
COUNTY OF Sheridan : ss

Subscribed and sworn to before me by Everett D. Ziemer and Billie J. Ziemer, Husband and Wife, this 16th day of April, 1979.

April Rederth
Notary Public

My Commission expires: Feb. 7, 1983

STATE OF WYOMING)
COUNTY OF SHERIDAN) : ss

Subscribed and sworn to before me by Donald W. Hamstreet and Louann L. Hamstreet, Husband and Wife, this 16th day of April, 1979.

April Rederth
Notary Public

My Commission expires: Feb. 7, 1983