

AGREEMENT RE: USE OF WELL

THIS AGREEMENT, made and entered into this day by and between LAVINIA K. CARROLL, a widow, hereinafter called First Party and WILLIAM B. CARROLL and NELDA CARROLL, husband and wife, hereinafter called Second Parties.

WHEREAS, the First Party is the owner of the following described tract of land situate in the County of Sheridan, State of Wyoming, to-wit:

Parcel A

Township 53 North, Range 84 West of the 6th P.M.  
Sheridan County, Wyoming

Section 13: NW $\frac{1}{4}$ SE $\frac{1}{4}$ , except the East 608.7 feet thereof, and except the East 435.7 feet of the West 465.6 feet of the North 900 feet thereof.

WHEREAS, the Second Parties are the owners of the following described tract of land situate in the County of Sheridan, State of Wyoming, to-wit:

Parcel B

A tract of land situate in the Northwest quarter of the Southeast quarter of Section 13, Township 53 North, Range 84 West of the Sixth Principal Meridian, described as follows, to-wit:

Beginning at a point 465.6 feet East and 645 South of the Northwest corner of the Northwest quarter of the Southeast quarter of said Section 13; thence South 255 feet to a point; thence West and parallel with the North line of said quarter, 435.6 feet to a point; thence North 255 feet to a point (said point being also 645 feet South of the North line of said quarter); thence East 435.6 feet to the point of beginning.

A plat setting forth the location of Parcels A and B is hereto attached, marked Exhibit "A" and by reference thereto made a part hereof.

WHEREAS, there is located upon Parcel A, a water well, together with a water pump, a water tank and other equipment required in the utility of said well and said water well has, for many years past, been jointly used by the Parties hereto and it is intended by the Parties that the Second Parties and their heirs, successors in interest, and assigns, shall enjoy the joint use and benefit of said well, along with First Party and First Party's heirs, successors in interest and assigns, and

WHEREAS, the Parties to this Agreement wish to reduce to writing the terms and their understandings respecting the continued use of said water well, water pump, water tank and other equipment used in connection with said well by Second Parties, their heirs, successors in interest and assigns.

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

I.

The Party of the First Part does hereby grant to the Parties of the Second Part, their heirs, assigns and successors in interest, a right and easement for the use of the water well of First Party located upon Parcel A above described with the understanding that First Party and her heirs, successors in interest and assigns shall likewise continue to have the right to use said water well and the water produced therefrom.

II.

That the Second Parties shall have the right to continue to place a water pump in said well and a water tank to store water for Second Parties' use and also the right to place such other equipment at the well site that may be required in the utility of said well and that Second Parties shall have the right to continue to maintain, repair, remove and replace the pipe required to carry and convey said water from said water well to the dwelling and cabin of

Second Parties located on Parcel B above described.

III.

That the Parties hereto shall be jointly responsible for the payment of all maintenance required in maintaining said water well and the equipment required in connection therewith and that First Party shall pay one-half of such costs of maintenance and the Second Parties shall pay the remaining one-half of the cost of such maintenance.

IV.

That the Second Parties shall have the right of ingress and egress from Parcel B across Parcel A in order to give Second Parties reasonable access to said water well.

V.

That Second Parties shall be responsible for and shall pay all damage that may result to Parcel A by reason of Second Parties installing, laying, repairing and maintaining a water line that runs from said water well to the dwelling of Second Parties on Parcel B above described.

VI.

It is expressly understood between the Parties that the rights herein given by First Party to Second Parties shall extend to and benefit the heirs, assigns and successors in interest of Second Parties provided said heirs, assigns and successors in interest pay their proportionate share of the cost of maintaining said water well and replacing any equipment required in such maintenance and provided further First Party and her heirs, successors in interest and assigns are reasonably reimbursed for any damage caused to Parcel A while maintaining, repairing

or replacing the water line which connects to said well and serves the dwelling of Second Parties found on Parcel B hereof.

VII.

This Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 29th day of January, 1976.

Lavina K. Carroll  
FIRST PARTY  
William B. Carroll  
SECOND PARTIES  
Nelda Carroll  
SECOND PARTIES

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this 29th day of January, 1976, by LAVINA K. CARROLL, a widow, and WILLIAM B. CARROLL and NELDA CARROLL, husband and wife.

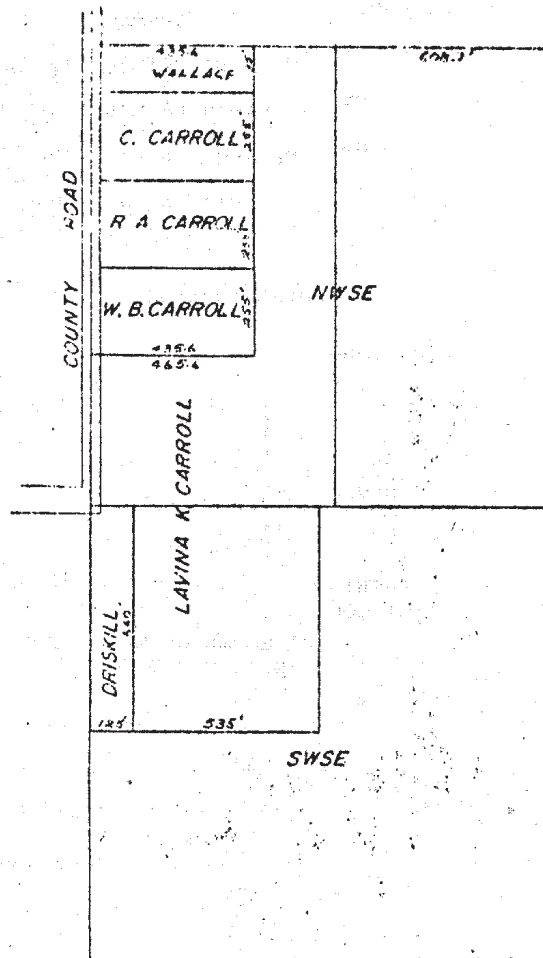
WITNESS my hand and official seal.

Nell Carmichael  
Notary Public



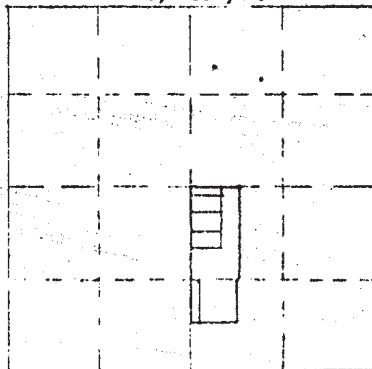
My Commission expires:

November 3, 1978



N

SEC. 13, T53N, R84W



LOCATION DIAGRAM  
SCALE 1" = 2000'

CARROLL PROPERTY  
IN  
W1/2SE1/4 SECTION 13, T53N, R84W  
SHERIDAN COUNTY WYOMING

APRIL 3, 1971

J. R. WRIGHT SURVEYOR  
SHERIDAN, WYOMING

SCALE 1" = 400'

JFW

EXHIBIT "A"