

RECORDED MAY 15, 1991 BK 341 PG 258 NO 81702 RONALD L. DAILEY, COUNTY CLERK

THIS AGREEMENT executed between Elizabeth J. Chaffee, Buddy D. Chaffee, and Gary J. Chaffee, as Grantors, and Buddy D. Chaffee and Doris J. Chaffee as Grantees.

WHEREAS, Elizabeth J. Chaffee, Buddy D. Chaffee, and Gary J. Chaffee are the owners of the following described land, to-wit:

N.W. AC. of Lot 9 Welton, Subdivision
Sheridan, Wyoming

and

WHEREAS, Buddy D. Chaffee and Doris J. Chaffee are the owners of the following described land, to-wit:

3 AC. more or less of Lot 9, Welton Subdivision
Sheridan, Wyoming

and

WHEREAS, there is located on N.W. AC. of Lot 9, Welton Subdivision, a cased water well containing a submersible pump which was installed for the purpose of supplying water for domestic use on both parts of Lot 9 of Welton Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Elizabeth J. Chaffee, Buddy D. Chaffee, and Gary J. Chaffee, in consideration of the mutual covenants contained herein, and subject to the conditions hereinafter set forth, do by these presents grant, sell and convey to Buddy D. Chaffee and Doris J. Chaffee, an undivided one-half ($\frac{1}{2}$) interest in and to the water well, casing, pump, equipment, and associated water rights and permits and the right to take one-half ($\frac{1}{2}$) of the water from said well for domestic purposes on Lot 9, Welton Subdivision and the right to carry said water by pipe over N.W. AC. of Lot 9, Welton Subdivision.

Grantors also grant to Grantees, their successors and assigns, a perpetual easement over and across N.W. AC. of Lot 9 for the purpose of maintaining the waterline to convey water from the well to Grantees 3 AC. of Lot 9. This easement shall be ten feet in width with the centerline being the existing water line from the well to Grantees part of Lot 9. Grantees shall keep the waterline from the well to Lot 9 in good repair at Grantees's sole cost and expense, and shall have the right to enter upon the easement for the purpose of repairing and replacing the waterline.

This conveyance is made on the condition that the Grantees, their successors and assigns, shall bear one-half ($\frac{1}{2}$) of all expenses connected with the repair and maintenance of the well and any common accessories thereto. It is understood and agreed that the cost of repairing or replacing water lines, electric lines and fittings shall be borne by the owners of the Lot using such separate accessories.

It is understood that, since there are two separate water systems utilizing one well, it may be necessary to repair or replace one system at any given time. If the repair of one system requires that the other system be shut down, the party making repairs shall give the other party at least two hours notice before shutdown.

It is understood that each of the parties hereto shall furnish one-half of the monthly electric cost, approximately \$4.00 to both the Grantor and Grantee on the existing separate meter. This cost may be amended to higher or lower energy costs.

It is understood that no additional dwellings be added to this well system.

It is understood that this agreement prohibits either party from relocating any element of an individual sewage disposal system within 50 feet of the shared well.

It is understood that this agreement prohibits installation of landscaping or improvements that will impair use of the easements.

This agreement establishes the right of either party to act to correct an emergency situation in the absence on-site of the other party.

All cost sharing, except in emergency situations, shall be bidded out, to licensed contractors. This repair shall restore the system to original performance.

It is understood that this agreement shall require each party be responsible for:

- a. Prompt repair of any detected leak in his water service line or plumbing system.
- b. Repair costs to correct system damage caused by a resident or guest at his property.
- c. Necessary repair or replacement of the service line connecting the system to his dwelling.

Shall require equal sharing of repair costs for system, if damaged by persons other than a resident or guest at a property sharing the well.

Shall assure prompt collection from all parties and prompt payment of system operation, maintenance, replacement, or improvement costs.

Shall specify that the recorded agreement may not be amended during the term of a Federally insured or guaranteed mortgage on any property served.

Shall provide for binding arbitration of any dispute or impasse between parties with regard to the system or terms of agreement. Binding arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any party to the agreement. Arbitration costs shall be equally shared by parties to the agreement.

This conveyance is also made upon the condition that the Grantees, their successors and assigns, shall exercise reasonable care in the maintenance of its separate system and the repair thereof to avoid any injury to the land and premises of the Grantor.

TO HAVE AND TO HOLD the said right and easement to take water, and to conduct the same on, over, through and across the land of the Grantor, subject, however, to the above conditions unto Buddy D. Chaffee and Doris J. Chaffee, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Agreement this

6th day of May, 1991.

Grantors:

Grantees:

Elizabeth J. Chaffee
Elizabeth J. Chaffee

Buddy D. Chaffee
Buddy D. Chaffee

Buddy D. Chaffee
Buddy D. Chaffee

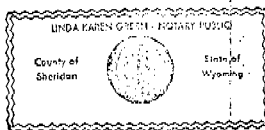
Doris J. Chaffee
Doris J. Chaffee

Gary J. Chaffee
Gary J. Chaffee

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Elizabeth J. Chaffee, Doris J. Chaffee, and Buddy D. Chaffee the 6th day of May, 1991.

Witness my hand and official seal.



My Commission Expires:

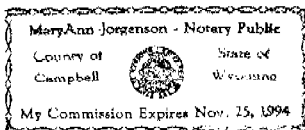
Linda Karen Green
Notary Public

May 29 1993

State of Wyoming)
)ss
County of Campbell)

The foregoing instrument was acknowledged before me by Gary J. Chaffee this 6th day of May, 1991. aka Gary J. Chaffee

Witness my hand and official seal.



My Commission Expires:

Mary Ann Jorgenson
Notary Public

11/25/94