

**DECLARATION RELATIVE TO WATER WELL**

THIS DECLARATION, made this day by **Kenneth A. Anderson, as Trustee of The Kenneth A. Anderson Revocable Trust, dated October 24, 2000**, of Sheridan County, Wyoming (hereinafter referred to as "Anderson").

**Recitals**

- A. Anderson owns lands located in Sheridan County, Wyoming, more particularly described as follows:

**"Servient Lands":**

A tract of land situated in the S½SE¼ of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on a Record of Survey filed in Drawer A of Plats, No. 431 in the County Clerk's Office at the Sheridan County Courthouse, Sheridan, Wyoming; said tract of land being more particularly described as follows:

Commencing at the southeast corner of said Section 28 (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence N45°29'29"W, 1833.13 feet to the **POINT OF BEGINNING** of said tract, said point being the northeast corner of a tract of land described in Book 445 of Deeds, Page 564; thence S88°50'35"W, 239.89 feet along the north line of said tract described in Book 445 of Deeds, Page 564 to a point, said point being the northwest corner of said tract described in Book 445 of Deeds, Page 564; thence S01°01'18"E, 167.92 feet along the west line of said tract described in Book 445, Page 564 to a point, said point being the southwest corner of said tract described in Book 445, Page 564; thence S81°48'57"E, 243.36 feet along the southerly line of said tract described in Book 445, Page 564 to a point, said point being the southeast corner of said tract described in Book 445, Page 564; thence N01°06'55"W, 207.42 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 1.03 acres of land, more or less.

Together with all buildings and improvements situate thereon and all appurtenances thereunto appertaining or belonging.

**"Benefitted Lands":**

**Tract 1:**

A tract of land situated in the E½SE¼ of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on a Record of Survey filed in Drawer A of Plats, No. 431 in the County Clerk's Office at the Sheridan County Courthouse, Sheridan, Wyoming; said tract of land being more particularly described as follows:

Commencing at the southeast corner of said Section 28 (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence N45°29'29"W, 1833.13 feet to the **POINT OF BEGINNING** of said tract; thence N88°48'09"E, 674.04 feet to a point, said point lying on the westerly line of Lot 6, Cross Creek Estates Subdivision to Sheridan County; thence N22°20'07"E, 33.18 feet along said westerly line of said Lot 6, Cross Creek Estates Subdivision to a point; thence N11°54'46"W, 26.11 feet along said westerly line to a point; thence N11°02'23"E, 39.25 feet along said westerly line to a point; thence N11°02'32"E, 31.58 feet along said westerly line to a point; thence N10°19'51"E,

83.08 feet along said westerly line to a point; thence N01°56'58"E, 28.44 feet along said westerly line to a point, said point being the southwest corner of Lot 18, Cross Creek Estates Subdivision; thence N19°27'02"E, 38.96 feet along the westerly line of said Lot 18 to a point; thence N14°33'23"E, 250.87 feet along said westerly line to a point; thence N28°26'04"E, 55.92 feet along said westerly line to a point; thence N03°23'05"W, 40.57 feet along said westerly line to a point; thence N12°18'40"W, 4.75 feet along said westerly line of said Lot 18 to the northwest corner of said Lot 18 said point lying on the south line of Joshua Lane, Tara Subdivision to Sheridan County; thence N87°18'20"W, 325.06 feet along said south line of said Joshua Lane to a point; thence, along said south line of said Joshua Lane, through a non-tangent curve to the right, having a central angle of 89°58'36", a radius of 60.00 feet, an arc length of 94.22 feet, a chord bearing of N42°19'37"W, and a chord length of 84.84 feet to a point, said point lying on the south line of Tract 1 of said Tara Subdivision; thence N87°20'27"W, 435.15 feet along said south line of said Tract 1 to the southwest corner of said Tract 1, said point lying on the east line of a tract of land described in Book 377 of Deeds, Page 480; thence S00°31'53"E, 712.21 feet along said east line of said tract described in Book 377 of Deeds, Page 480 to a point, said point being the southwest corner of said tract; thence S00°39'21"E, 9.87 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 11.44 acres of land, more or less.

Together with all buildings and improvements situate thereon and all appurtenances thereunto appertaining or belonging.

**Tract 2:**

**Township 55 North, Range 84 West, 6<sup>th</sup> P.M.**

Section 28: NW¼SE¼, and those lands more particularly described in that certain Quitclaim Deed, dated July 26, 2002, and recorded with the Clerk of Sheridan County, Wyoming, on July 29, 2002, in Book 435 of Deeds, at Page 777, from Willty, Inc., a Wyoming corporation, as Grantor, to Kenneth A. Anderson, Trustee and his successor Trustees, under the Kenneth A. Anderson Revocable Trust, dated October 24, 2000, as Grantee.

EXCEPTING THEREFROM those lands described in that certain Quitclaim Deed, dated July 8, 2002, and recorded with the Clerk of Sheridan County, Wyoming, on July 29, 2002, in Book 435 of Deeds, at Page 775, from Kenneth A. Anderson, Trustee and his successor Trustees, under the Kenneth A. Anderson Revocable Trust, dated October 24, 2000, as Grantor, to Willty, Inc., a Wyoming corporation, as Grantee.

Together with all buildings and improvements situate thereon and all appurtenances thereunto appertaining or belonging.

- B. A water well is located on the Servient Lands which serves the Benefitted Lands (for agricultural stockwatering purposes) and the Servient Lands (for residential purposes).
- C. Anderson believes that it is in his best interests to execute a declaration relative to the use of such water well, its pump, a pressure tank and pipelines, and for the maintenance, repair and replacement thereof. Attached hereto as Exhibit "A", and by reference incorporated herein, is a plat depicting the Servient Lands and the Benefitted Lands, and the location of the water well, pressure tank and pipelines, which are the subject of this declaration.

**Declaration**

NOW, THEREFORE, Anderson declares as follows:

1. The location of the lands, and the water well, pressure tank and pipelines, are as stated in the Recitals, above, and as depicted in attached Exhibit "A".
2. All operation costs, including but not limited to electrical costs (limited to the maximum amount stated below), and the maintenance, repair and replacement costs of the water well, the pump utilized therein, the pressure tank, and the pipelines associated therewith, shall be borne as follows:
  - a. Costs of Maintenance, Repair and Replacement: The responsibility for payment of the costs of maintaining, repairing, and replacing the water well, pump, pressure tank, pipelines, and other accessories, shall be borne by the owner of the particular lands benefitting therefrom, based upon the relative use of the same, and of the water conveyed thereto, by the owners of such lands.
  - b. Electrical Costs: The owner of the Benefitted Lands shall reimburse the owner of the Servient Lands an amount not to exceed \$10 per month, the same to be paid annually on or before the 10<sup>th</sup> day of January of each year, for the electrical costs incurred and paid by the owner of the Servient Lands for the operation of the pump.
3. The Servient Lands shall continue providing water from the water well to the Benefitted Lands for agricultural stockwatering purposes. The owner of the Servient Lands shall not unreasonably interfere with the use of the water well, and its accessories, by the owner of the Benefitted Lands for such agricultural stockwatering purposes. The owner of the Benefitted Lands shall have the right of access, ten (10) feet on each side of the pipelines and twenty (20) feet in diameter surrounding each the water well and the pressure tank, for the purpose of maintaining, repairing and replacing the water well, pump, pressure tank, pipelines, and other accessories thereto.
4. The owner of the Benefitted Lands shall allow the owner of the Servient Lands to use the water well, and its accessories, for residential purposes only, the need for which shall be determined by the owner of the Servient Lands. The owner of the Benefitted Lands shall not unreasonably interfere with the use of the water well, and its accessories, by the owner of the Servient Lands for such residential purposes.
5. To the maximum extent permitted by law, the owner of each of the lands subject to this declaration shall indemnify, defend and hold the other party, and, if applicable, the other party's officers, directors, employees, agents, successors, tenants and assigns, harmless from any and all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, any reasonable attorney's fees) which may arise out of or be related to the use of the water well by the indemnifying party under the terms of this agreement, including without limitation, any claims that the use of the water well is either illegal, unauthorized or improper and any claims asserted by any person or state or federal agency for environmental damage or flooding or pollution resulting from such use.
6. This declaration shall not be amended or modified by the subsequent owners of all of the lands subject hereto, unless the same is made in writing and executed by such owners.
7. This declaration shall run with the land and shall be binding upon and shall inure to the benefit of the successors, assigns, legal representatives and beneficiaries of the parties hereto.



DATED this 8<sup>th</sup> day of June, 2011.

**The Kenneth A. Anderson Revocable  
Trust, dated October 24, 2000**

By: Kenneth A. Anderson  
Kenneth A. Anderson, Trustee

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument is acknowledged before me this 8<sup>th</sup> day of June, 2011, by  
**Kenneth A. Anderson, as Trustee of The Kenneth A. Anderson Revocable Trust, dated  
October 24, 2000.**

Witness my hand and official seal.

My Commission Expires:

Jan. 26, 2014

Lynn L. Songer  
Notary Public



