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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

WATER AGREEMENT

This agreement, made this 17 day of June 2015, between the Town of Dayton, hereinafter "Dayton", and Zack and Amanda Cummins, hereinafter "Cummins", owners of property located in the H Bar C Subdivision, Lot 3, Dayton, WY:

WHEREAS, Dayton entered into a Subdivision Agreement with Brad and Wanda Johnston on June 19th, 2013 affecting Lot 3 of the H Bar C Subdivision, Dayton, Wyoming.

WHEREAS, the subdivision agreement included certain terms and obligations on the Town of Dayton and Brad and Wanda Johnston which affect Lot 3;

WHEREAS, Cummins purchased the real property specifically described as the H Bar C Subdivision, Lot 3, Dayton, WY.

NOW THEREFORE, in consideration of the mutual promises and agreements, Cummins and Dayton agree as follows:

WATER LINE PLACEMENT

1. Dayton agrees to install and continue the water main located near Bridge Street to the legal boundary line of Cummins real property nearest Bridge Street. A 1" (1 inch) raw water line shall also be installed in the same trench. Dayton shall have all rights of control and construction concerning the placement and installation of the water main and the raw water line and pay for said installation between the Bridge Street water main and Cummins real property.

2. Cummins shall connect to the water main and the raw water line at the legal boundary to their real property. They shall be allowed to connect and install only one water service line for the purposes of providing water to one home to be built on Lot 3. All associated costs of installation for both lines on Cummins real property shall be the responsibility of Cummins. Associated costs shall include but are not limited to meter fees, plant investment fees, meter supplies, and other associated costs.

3. Cummins acknowledges that the water main is a dead end water main which may result in stagnant water. The effect of stagnant water may cause the water to taste differently than a non-dead end water main. Cummins waives any claim and releases the Town of Dayton from any liability concerning the stagnant water and dead end water main.

4. Dayton shall not be required to install the water main or raw water line until Cummins has received a valid building permit from the Town of Dayton.

LIMITATIONS ON FUTURE DEVELOPMENT

5. Cummins shall not be allowed to connect additional water service or raw water lines, with the exception of the lines necessary for the construction of one home, without prior approval of the Dayton Town Council.

6. Upon construction of the water service line and the raw water line on their property, Cummins shall be responsible for all costs of maintenance.

7. Cummins shall not construct more than one home on Lot 3, per the Subdivision Agreement, without a subdivision plat and prior approval of the Dayton Town Council.

UTILITIES

8. Cummins shall be solely responsible for the placement, installation and maintenance of any additional utility that may be desired by Cummins, including but not limited to electricity, natural gas, and phone lines unless agreed otherwise by the Dayton Town Council.

BRIDGE STREET COMPLETION

9. As decided by the June 19, 2013 secondary meeting of the Dayton Town Council, Dayton shall have the responsibility of completing paving and installing curb and gutters between Bridge Street and Cummins property boundary. Dayton shall be responsible for commencing and completing the paving and installation of curb and gutters as is convenient and cost effective to do so. Dayton agrees to provide and place rotomill in the amounts necessary to provide access from Bridge Street to the Legal Boundary of Cummins real property until such time as the curb and gutters may be installed.

10. Dayton shall be required to install a fire hydrant at the end of Bridge Street, with its location and size to be determined by the Town of Dayton.

MISCELLANOUS

11. This agreement is not transferable, assignable or available to be sold to any other party without the approval of the Dayton Town Council. Should Cummins sell the real property before Dayton has completed its obligations under this Agreement, Dayton shall be released from any obligation or promise made to Cummins or existing in this Agreement.

12. Cummins shall have no right or authority to force or compel Dayton to complete any obligation contained or referenced herein within a certain period of time until such time as Cummins has received a valid building permit from the Town of Dayton. Further, Cummins shall have no right or authority to complete any obligation of Dayton referenced herein without approval from the Dayton Town Council.

13. Should either party bring an action to enforce any provision contained herein, the successful party shall be entitled to the recovery of all attorney fees and costs.

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Dated this 17 day of June, 2015.

Norman Anderson, Mayor

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Norman Anderson, Mayor of the Town of Dayton, Wyoming this 17 day of June, 2015.

Witness my hand and official seal.

(Seal)

LINDA L. LOFGREN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires Sept. 5, 2016

Notary Public

My Commission Expires: Sept-5-2016

Dated this 1 day of July, 2015.

Zachary Cummins

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Zachary Cummins this 1 day of July, 2015.

Witness my hand and official seal.

(Seal)

LINDA L. LOFGREN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires Sept. 5, 2016

Notary Public

My Commission Expires: Sept. 5. 2016

Dated this 1 day of July, 2015.

Amanda Cummins

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Amanda Cummins this 1 day of July, 2015.

Witness my hand and official seal.

(Seal)

LINDA L. LOFGREN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires Sept. 5, 2016

Notary Public

My Commission Expires: Sept 5, 2016

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TOWN OF DAYTON BOX 100
DAYTON WY 82836