

EASEMENT AND COMMON WELL AGREEMENT

Agreement made on the date appearing below by Erle J. Simpson, a married man, dealing in his sole and separate property, of Sheridan County, Wyoming, hereinafter referred to as "Simpson" and Daniel D. Burnett and Melinda M. Burnett, husband and wife, tenants by the entireties, of Sheridan County, Wyoming, hereinafter referred to as "Burnetts".

WHEREAS:

1. Burnetts own certain real property described as:

Township 53 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 18: A parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as:

Beginning at a point, said point being N. 33°23'06" W., 1,335.22 feet from the East quarter corner of said Section 18; thence N. 70°15'43" E., 364.62 feet to a point; thence S. 25°04'44" W., 384.18 feet to a point; thence N. 86°40'26" W., 283.02 feet to a point; thence N. 02°34'33" W., 128.39 feet to a point; thence N. 53°24'38" E., 134.45 feet to the point of beginning, containing 2.00 acres, more or less.

ALSO INCLUDING an easement for ingress and egress, more particularly described as:

Beginning at a point in the centerline of the Lobbin and Hine County Road, said point being N. 0°20'38" E., 1,324.35 feet from the East quarter corner of Section 18, T. 53 N., R. 83 W.; thence along the centerline of a parcel of land (Book 175 of Deeds, Page 574) S. 89°31'33" W., 812.32 feet to a point; thence leaving said parcel S. 17°51'11" E., 227.09 feet to a point, said point being N. 33°23'06" W., 1,335.22 feet from said West quarter corner of Section 18.

2. Simpson owns the remaining portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 53 North, Range 83 West, 6th P.M., Sheridan County, Wyoming.

3. A water well located in and on Simpson's real property, above described, provides domestic water to Burnetts' real property and improvements thereon together with providing domestic water to certain improvements on Simpson's real property.

4. An underground water pipeline conveys water from the well located on Simpson's real property to Burnetts' real property.

5. Simpson and Burnetts desire to reduce their understanding to written agreement.

WHEREFORE, in consideration of the mutual covenants, terms and understandings herein set forth, it is agreed:

1.

That Simpson shall and does hereby grant to Burnetts a perpetual non-exclusive water well and waterline easement as follows:

A Thirty foot (30') wide utility easement approximately Two Hundred Twenty feet (220') in length located in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 18, Township 53 North, Range 83 West of the Sixty Principal Meridian, Sheridan County, State of Wyoming; said easement lying on each side of a water line crossing the following parcel:

A portion of the Southeast quarter of the Northeast quarter of Section 18, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, State of Wyoming.

Said Thirty foot (30') wide easement lying Fifteen feet (15') on each side of the following described centerline;

beginning at a point which bears N 36°32'29" W a distance of 1089.40 feet from the quarter corner lying between Section 17 and 18, said point lying on the Southerly boundary of Burnetts' real property of the Sheridan County Clerk, Sheridan Wyoming;

thence S 24°39'24" E a distance of 21.98 feet;
thence S 27°54'54" E a distance of 89.06 feet;
thence S 20°07'24" W a distance of 31.20 feet;
thence S 72°53'25" E a distance of 34.10 feet;
thence S 64°17'26" E a distance of 30.00 feet;

Attached hereto as Exhibit "A" and by reference made a part hereof is a map showing the approximate location of the utility within the above described parcels.

Together with a Ten foot (10') radius around the well located at the final position above described for purposes of maintaining a well house and a well.

All for the purpose of the construction, installation, laying, use, operation, inspection, repair, maintenance, replacement and removal of the water pipeline and other facilities necessary for the operation of a residential domestic water pipeline and well.

2.

Simpson and Burnett shall equally share the costs of operating, maintaining, repairing and replacing all of the facilities located within the aforescribed easement which are mutually used for the benefit of both parties.

3.

At any time that the Burnetts must repair or replace the water pipeline as above described, or the well, Burnetts shall have the right to the temporary use of an additional ten feet (10') on either side of the centerline and radius above described, for such repair or replacement, with all costs of reclamation to be borne by Burnetts.

4.

This agreement shall inure to the benefit of and by binding upon the parties' heirs, administrators, assigns, trustees and representatives.

DATED this 18 day of APRIL 1993

Erle J. Simpson
Erle J. Simpson

Daniel D. Burnett
Daniel D. Burnett

Melinda M. Burnett
Melinda M. Burnett

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 18 day of April, 1993, by Erle J. Simpson.

WITNESS MY HAND AND OFFICIAL SEAL.

Virginia J. Raindall
Notary Public

My Commission Expires: June 14, 1995

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 18 day of April, 1993, by Daniel D. Burnett.

WITNESS MY HAND AND OFFICIAL SEAL.

Virginia J. Raindall
Notary Public

My Commission Expires: June 14, 1995

STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me this 18 day of April, 1993, by Melinda M. Burnett.

WITNESS MY HAND AND OFFICIAL SEAL.

Virginia J. Randall
Notary Public
June 14, 1995

My Commission Expires:

