

PURCHASE AGREEMENT

The Sheridan Area Water Supply Joint Powers Board, 224 South Main Street, Sheridan, Wyoming, hereinafter referred to as "Purchaser", hereby offers to purchase from the record owners of all of the lots within the Crystal Creek Subdivision of Sheridan County, Wyoming, the plat of said subdivision being recorded on November 7, 1980 and located in Plat Drawer C in the office of the County Clerk for Sheridan County, Wyoming, hereinafter referred to as "Sellers", the following described property situate in Sheridan County, Wyoming, to-wit:

The domestic water distribution system serving the Crystal Creek Subdivision of Sheridan County, Wyoming, including any and all water mains, valves, meters, fire hydrants, and necessary, incidental and appurtenant facilities, and together with all easements, rights-of-way, licenses and permits incidental, appurtenant and necessary for the operation, maintenance, repair and replacement of said system (hereinafter referred to as "the domestic water distribution system"), but excluding Sellers' well and treatment system.

Purchaser offers to buy the above-described real property upon the following terms and conditions:

1. The purchase price shall be the sum of Fifteen Thousand One Hundred Eighty and 00/100 Dollars (\$ 15,180.00) payable as follows:

- a. An amount of One Thousand Three Hundred Eighty and 00/100 Dollars (\$ 1380.00) shall be paid to Sellers for each of the eleven (11) private lots within the Crystal Creek Subdivision, to be paid at time of closing.
- b. Payment to Sellers at closing shall be at the direction of Sellers, as provided in written and acknowledged instructions by all Sellers.

2. Title to the domestic water distribution system shall be conveyed to Purchaser in the following name:

Sheridan Area Water Supply Joint Powers Board.

3. Title to the domestic water distribution system shall be merchantable and marketable by Sellers to the sole satisfaction of Purchaser. Upon execution of this Agreement, Sellers shall provide to Purchaser evidence of ownership of the domestic water distribution system, and Sellers, at their cost, shall correct all defects in or objections to title, to the satisfaction of Purchaser upon Purchaser's written notice of such defects, whether before or after closing.

4. Upon execution of this Agreement, Sellers shall grant to Purchaser and its employees, agents and officers, access to the domestic water distribution system for conduct of analysis of the domestic water distribution system, to determine the suitability of the domestic water distribution system for the purposes and needs of Purchaser. Such access shall include the right to conduct surface and subsurface exploration by means of visual inspection and excavation at certain locations in order to determine the materials used in the domestic water distribution system and their existing condition; provided, however, Purchaser agrees to restore and reclaim any surface disturbance incurred as a result of Purchaser's activities, to its original condition; provided further Purchaser shall pay reasonable damages if Purchaser fails to restore any road or property to its original condition.

5. General conditions precedent to performance of Purchaser:

- a. The domestic water distribution system is suitable for the purposes of Purchaser to Purchaser's satisfaction.
- b. The domestic water distribution system is free and clear, or can be made free and clear at closing, of all liens, encumbrances, mortgages, leases and possessory interests other than Sellers'.
- c. At the time that the Purchaser begins providing domestic water service to the Crystal Creek Subdivision, Sellers understand, covenant and agree that domestic water service shall be provided to the Crystal Creek Subdivision in accordance with Purchaser's rules and regulations and at

Purchaser's established user fees and charges, and that all customers of the domestic water distribution system are in agreement with this clause.

6. Possession shall take place at the time of closing, which shall occur at such time that Purchaser can begin providing domestic water service to Sellers, as determined by Purchaser. When possession of the domestic water distribution system is transferred to Purchaser, all maintenance, repair and liability relating to the domestic water distribution system shall be the responsibility of the Purchaser. Seller shall provide to Purchaser all of Sellers' construction, maintenance, and repair records that pertain to the system.

7. The covenants, agreements, and warranties contained herein shall survive closing.

8. Time is of the essence, and if any payment or any other condition hereof is not made, tendered, or performed by either Sellers or Purchaser, when due, then this contract, at the option of the party not in default, may at that party's option, be terminated by such party, in which case the defaulting non-party may recover such damages as may be proper, or such party may require specific performance of the other.

9. If title to the domestic water distribution system is not to the satisfaction of Purchaser, or if other terms or conditions contained herein are not met by Sellers, and written notice of such defect is given by Purchaser to Sellers on or before closing and the defect is not corrected, then this Agreement, at Purchaser's option, may be specifically enforced or it may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder, and the payments made hereunder shall be returned to Purchaser.

10. All Sellers agree to henceforth receive domestic water service to their respective properties within the Crystal Creek Subdivision from Purchaser at the time that Purchaser begins providing service. No plant investment and/or tap fees shall be required of Sellers in order to receive service from Purchaser.

11. This Agreement does not in any manner affect Sellers' current ownership, operation, maintenance, and responsibility of Sellers' existing well and treatment system for the domestic water distribution system, which shall remain with Sellers. Purchaser agrees to disconnect said well and treatment system from the domestic water distribution system. Similarly, this Agreement does not in any manner affect Sellers' current operation, maintenance and responsibility of Sellers' existing irrigation system, which shall remain with Sellers. Sellers agree to assure to the satisfaction of Purchaser that no physical connection exists between the domestic water distribution system and irrigation system.

12. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this agreement with or without suit. This provision shall not limit any other remedies to which the parties may be entitled.

13. Upon acceptance of this offer by Sellers, this Purchase Agreement shall become a binding and enforceable agreement.

14. This Agreement shall be binding upon the parties' heirs, assigns, trustees, representatives and successors in interest.

DATED this 24th day of MARCH, 1992.

Attest:

Sheridan Area Water Supply
Joint Powers Board

By: Greg A. Meredith

By: Wm. A. DeBolt

10th day of August, 1992.

520-92-4686 -

Jay J. Will
JAY J. WILL

17 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

9th day of APRIL, 1992.

R. G. Gallimore

R. G. GALLIMORE

Jim R. Gallimore
JIM R. GALLIMORE

P. O. BOX 13
ARVADA, WYOMING 82831

10th day of August, 1992.

520-50-6013 -

Richard C. Kuntz

RICHARD C. KUNTZ

Janice Kuntz
JANICE KUNTZ

16 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

8th day of AUGUST, 1992.

520-82-9227 -

Diana Lynn Wegner AKA

Ronald S. Wegner

RONALD S. WEGNER

Diana Lynn Wegner
DIANA LYNN WEGNER

12 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

10th day of August, 1992.

516-66-4325

Todd B. Heemeyer

TODD B. HEEMEYER

Linda J. Heemeyer
LINDA J. HEEMEYER

10 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

THE UNDERSIGNED SELLER accepts the foregoing offer this
7th day of APRIL, 1992.

Floyd J. Fleming
FLOYD J. FLEMING
INETA M. Fleming
INETA M. FLEMING
P. O. BOX 453
SHERIDAN, WYOMING 82801

8th THE UNDERSIGNED SELLER accepts the foregoing offer this
day of AUGUST, 1992.

409-60-6117

Richie Allen Dent
RICHIE ALLEN DENT
Dorothy Carlene Dent
DOROTHY CARLENE DENT
1 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

THE UNDERSIGNED SELLER accepts the foregoing offer this
10th day of August, 1992.

520-64-3119 →

James H. Trott
JAMES H. TROTT
Riva G. Trott
RIVA G. TROTT
5 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

8th THE UNDERSIGNED SELLER accepts the foregoing offer this
day of AUGUST, 1992.

520-20-8710

Ruth Bates
RUTH BATES, A/K/A LEOETTA RUTH
BATES
P. O. BOX 4033
SHERIDAN, WYOMING 82801

THE UNDERSIGNED SELLER accepts the foregoing offer this
12th day of August, 1992.

520-52-5839 -

David Lee Norwood
DAVID LEE NORWOOD
Ruth Marie Norwood
RUTH MARIE NORWOOD
15 CRYSTAL CREEK DRIVE
SHERIDAN, WYOMING 82801

THE UNDERSIGNED SELLER accepts the foregoing offer this
8th day of AUGUST, 1992.

459-07-3537

Arnold P. Hastings
 ARNOLD P. HASTINGS
Alice M. Hastings
 ALICE M. HASTINGS
 6 CRYSTAL CREEK DRIVE
 SHERIDAN, WYOMING 82801

THE UNDERSIGNED SELLER accepts the foregoing offer this
10th day of August, 1992.

JAMES J. LAWSON

MARY B. LAWSON
 2 CRYSTAL CREEK ROAD
 SHERIDAN, WYOMING 82801

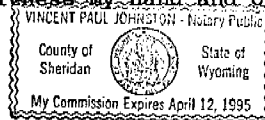
516-70-1884

Finley R. Lingelbach
Mary Lingelbach

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
ARNOLD R HASTINGS AND ALICE M. HASTINGS,
this 8TH day of AUGUST,
1992.

Witness my hand and official seal.



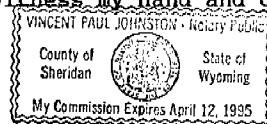
Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
TIMOTHY A LINGELBACH AND MARY LINGELBACH,
this 10TH day of AUGUST,
1992.

Witness my hand and official seal.



Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
this _____ day of _____,
19____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
FLOYD J. FLEMING AND INETA M. FLEMING
 this 9TH day of APRIL,
 1992.

Witness my hand and official seal.



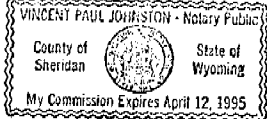
Vincent Paul Johnston
 Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
R. G. CALLIMORE AND SIM R. CALLIMORE
 this 9TH day of APRIL,
 1992.

Witness my hand and official seal.



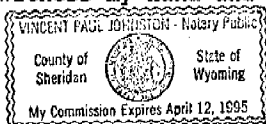
Vincent Paul Johnston
 Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
RONALD S. WEGNER AND DIANA LYNNE WEGNER
 this 8TH day of AUGUST,
 1992.

Witness my hand and official seal.



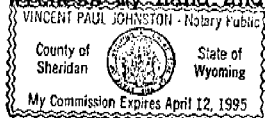
Vincent Paul Johnston
 Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 :
 County of Sheridan) SS.

The foregoing instrument was acknowledged before me by
JAY D. WILL AND MILLY M. WILL
this 10TH day of AUGUST,
1992.

Witness my hand and official seal.



Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 :
 County of Sheridan) SS.

The foregoing instrument was acknowledged before me by
RICHARD C KUNTZ AND JANICE KUNTZ
this 10TH day of AUGUST,
1992.

Witness my hand and official seal.



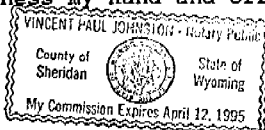
Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995 April 12, 1995

STATE OF WYOMING)
 :
 County of Sheridan) SS.

The foregoing instrument was acknowledged before me by
TODD B. HEEMEYER AND LINDA J. HEEMEYER
this 10TH day of AUGUST,
1992.

Witness my hand and official seal.



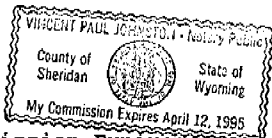
Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
RUTH BATES A/K/A LEOETTA RUTH BATES.
 this 8TH day of AUGUST,
 1992.

Witness my hand and official seal.



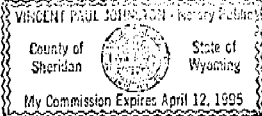
Vincent Paul Johnston
 Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
DAVID LEE NORWOOD AND RUTH MARIE NORWOOD,
 this 12TH day of AUGUST,
 1992.

Witness my hand and official seal.



Vincent Paul Johnston
 Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me by
 this _____ day of _____,
 19____.

Witness my hand and official seal.

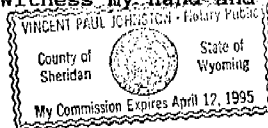
 Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
RICHIE ALLEN DENT AND BROTHY CARLENE DENT,
this 8TH day of AUGUST,
1992.

Witness my hand and official seal.



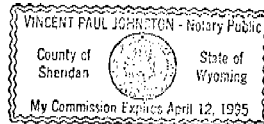
Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
JAMES H. TROTT AND RIVA R. TROTT,
this 10TH day of AUGUST,
1992.

Witness my hand and official seal.



Vincent Paul Johnston
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
this _____ day of _____,
19____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.