

WATER WELL AGREEMENT

This Agreement is made and entered into effective this 2nd day of October, 2024, by and between **Lyle Harris and Donna Harris**, husband and wife, of 10 Johnson Court, Sheridan, Wyoming 82801 (“Grantor”) and **Kevin Sessions and Carla Sessions**, as husband and wife, of 689 Meridian Street, Sheridan, Wyoming 82801; **Steve Bush and Tracy Bush**, husband and wife, of 42 Brinton Road, Sheridan, Wyoming 82801; and **David Elias Nickerson and Erin Rachel Nickerson, Trustees of the Nickerson Revocable Trust Dated March 2, 2022**, of 34 Brinton Road, Sheridan, Wyoming 82801 (collectively “Grantees”).

WITNESSETH

WHEREAS, Grantor is the owner lands with a water well permitted for domestic use known as the Sessions #1, Permit #UW220528, located on Grantor’s land as described below in the NE¼NE¼ of Section 8, T54N/R84W, Sheridan County, Wyoming (the “Well”).

Lot 1 of the Sessions Minor Subdivision, as recorded in Book S of Plats, at Page 166, as Doc #2021-771752, of the records of Sheridan County, Wyoming, being a portion of the Lot 4 of the Williams Minor Subdivision as recorded in Book W of Plats, at Page 40, of the records of Sheridan County, Wyoming.

WHEREAS, Grantees are the owners of adjacent lands in Sheridan County, Wyoming and wish to use water from the Well for domestic watering of lawns and gardens located on Grantees’ lands a short distance from the Well (the “Purpose”). Grantees lands are described as follows:

Sessions Parcel:

Lot 2 of the Williams Minor Subdivision as recorded in Book W of Plats, at Page 40, of the records of Sheridan County, Wyoming.

Bush Parcel

Lot 2 of the Sessions Minor Subdivision, as recorded in Book S of Plats, at Page 166, as Doc #2021-771752, of the records of Sheridan County, Wyoming, being a portion of the Lot 4 of the Williams Minor Subdivision as recorded in Book W of Plats, at Page 40, of the records of Sheridan County, Wyoming.



Nickerson Parcel

Lot 1 of the Williams Minor Subdivision as recorded in Book W of Plats, at Page 40, of the records of Sheridan County, Wyoming.

WHEREAS, Grantor wishes to grant and convey to Grantees an equal right to use the Well and any water produced therefrom for the Purpose.

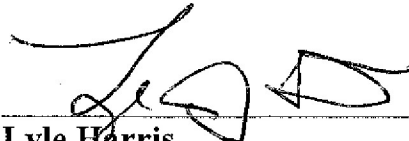
NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Access:** Grantor hereby grants and conveys unto Grantees the right to use the Well, or any replacement thereof, and any and all easements across lands owned by Grantor for pipelines or electrical lines, to be constructed at Grantees' sole expense, which may be necessary or desirable for the use of the Well and water produced therefrom for the Purpose, at locations agreed to in writing by Grantor at Grantor's sole discretion.
2. **Cost Sharing:** The parties are each obligated to pay their one-quarter share (25%) of the costs of drilling, maintaining, repairing, operating or replacing the Well. Before such costs are incurred, the parties will mutually agree that the costs are necessary and to bear their equal share.
3. **Share of Produced Water:** The parties agree to share equally in the water produced from the Well.
4. **Covenant Running with the Land:** The rights granted in this Agreement shall be a covenant running with the lands and shall be for the benefit of Grantees, and their respective heirs, successors and assigns. Notwithstanding the foregoing, any subsequent subdivision of any of Grantees' lots shall terminate the rights to use the Well under this Agreement as to the portion of the subdivided lot which does not border Grantor's lot. If multiple portions of a subdivided lot border Grantor's property, the subdividing Grantee must choose only one of the subdivided lots to have rights to the Well.
5. **Dispute Resolution:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, lasting at least one day, within 30 days before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost of mediation shall be split equally between the parties. In the event that parties are unable to agree on a mediator, a mediator shall be appointed by the American Arbitration Association or District Court Judge located in Sheridan, County.

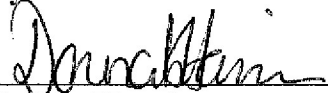
DATED as of the year and date first above written.



Grantor:



Lyle Harris

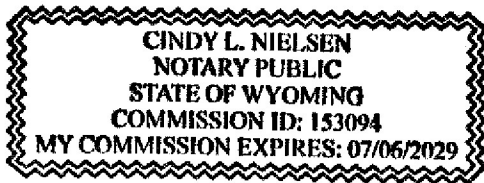


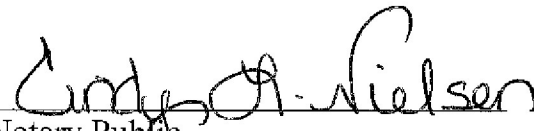
Donna Harris

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The above Water Well Agreement was acknowledged before me this 23rd day of Oct., 2024, by Lyle Harris and Donna Harris, husband and wife.

Witness my hand and official seal.




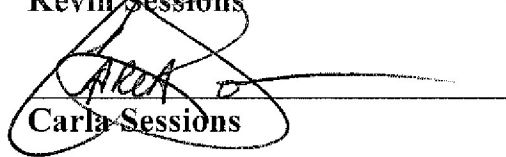


Notary Public

My Commission Expires: 7/6/29



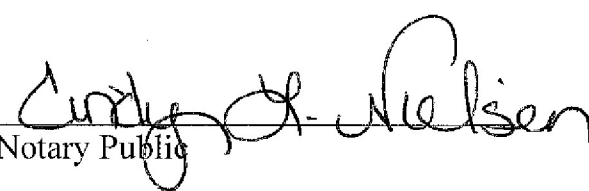
Grantees:


Kevin Sessions

Carla Sessions

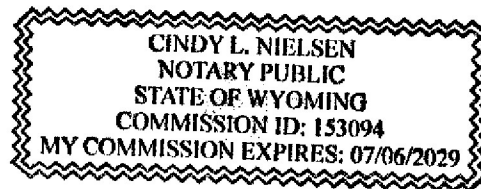
STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The above Water Well Agreement was acknowledged before me this 30th day of Oct, 2024, by Kevin Sessions and Carla Sessions, husband and wife.

Witness my hand an official seal.


Notary Public

My Commission Expires: 7/16/29





Grantees:

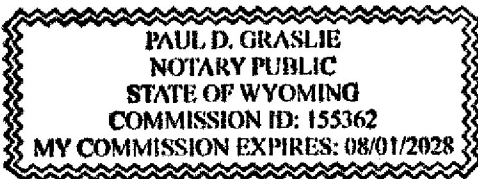
Steve Bush

Tracy Bush

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The above Water Well Agreement was acknowledged before me this 3 day of October, 2024, by Steve Bush and Tracy Bush, husband and wife.

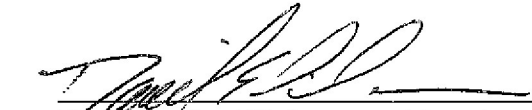
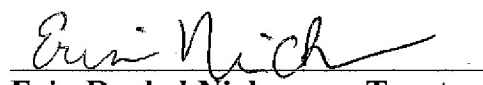
Witness my hand an official seal.


Notary Public

My Commission Expires: 8/1/2028



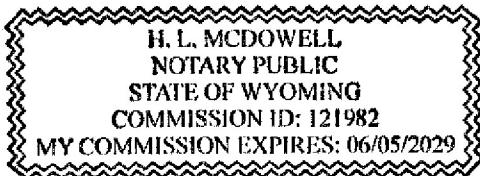
Grantees:

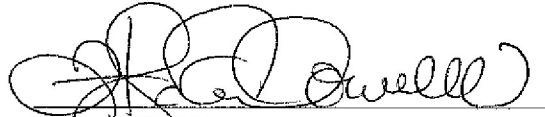

David Elias Nickerson, Trustee

Erin Rachel Nickerson, Trustee

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The above Water Well Agreement was acknowledged before me this 18th day of October, 2024, by David Elis Nickerson and Erin Rachel Nickerson, Trustees of the Nickerson Revocable Trust Dated March 2, 2022.

Witness my hand an official seal.




Notary Public

My Commission Expires: 6.5.2029