

WATER LINE AGREEMENT

Comes now, the undersigned, owners of the following described real property, to-wit:

EMMA E. BRENNEMAN, a widow, and MARK K. BRENNEMAN, a single person, as joint tenants with full right of survivorship, the following described real estate, situate in Sheridan County, State of Wyoming,

That part of the SW1/4NE1/4 of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Commencing at a point in the center of the County Road, which point is South 663.75 feet; thence West 501 feet from the Northeast corner of said SW1/4NE1/4; thence West 90 feet to a point; thence North parallel with the East line of said SW1/4NE1/4, 483 feet to a point on the South bank of Big Goose Creek; thence North 79° East along said creek bank to a point 501 feet West of the East line of said SW1/4NE1/4; thence South to the point of beginning.

Also including a tract of land BEING THE EAST 60 FEET of a tract of land described as follows:

A tract of land situated in the SW1/4NE1/4 of said Section 33, described as follows:
Beginning at a point 564 feet East of and 518.7 feet South of the Northwest corner of said SW1/4NE1/4; thence South 125 feet to a point; thence East 175 feet to a point; thence North 125 feet to a point; and thence West 175 feet to the point of beginning.

Said parcel containing those improvements known as 1501 Leopard Street, Sheridan, Wyoming.

EMMA E. BRENNEMAN, a widow, and MATTHEW DAVID BRENNEMAN, a married man dealing in his sole and separate property, as joint tenants with full right of survivorship, the following described real estate, situate in Sheridan County, State of Wyoming,

A tract of land situated in the SW1/4NE1/4 of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point 564 feet East of and 518.75 feet South of the Northwest corner of said SW1/4NE1/4; thence South 125 feet to a point; thence East 115 feet to a point; thence North 125 feet to a point; and thence West 115 feet to the point of beginning.

Said parcel containing those improvements known as 1505 Leopard Street, Sheridan, Wyoming.

CARLOTTA PLEASANTS, a single person, the following described real estate situate in Sheridan County, State of Wyoming, subject to those prior conveyances of record:

A tract of land, in the SW1/4NE1/4 of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, and more particularly described as follows:

Beginning at a point on the north line of said SW1/4NE1/4, 262 feet east of the northwest corner thereof; thence south parallel to the west line of said SW1/4NE1/4, 343.75 feet to a point; thence east parallel to the north line of said SW1/4NE1/4 a distance of 145.2 feet to a point marked with an iron stake; thence south parallel to the west line of said SW1/4NE1/4 a distance of 300 feet to a point marked with an iron stake in the north right of way line of Leopard Street extended; thence east on the north right of way line of said street a distance of 331.8 feet to the southeast corner of the Pleasants Tract; thence north parallel to the west line of said SW1/4NE1/4 to a point in the center of Big Goose Creek; thence in a northwesterly direction to a point on the north line of said SW1/4NE1/4; thence west to the point of beginning.

Said parcel containing those improvements known as 1509 Leopard Street and 1525 Leopard Street, Sheridan, Wyoming.

GEORGE J. ZOWADA and VIRGINIA ZOWADA, husband and wife, the following described real estate situate in Sheridan County, State of Wyoming,

A tract of land, in the SW1/4NE1/4 of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point 262 feet East and 343.75 feet South of the Northwest corner of said SW1/4NE1/4; thence South parallel to the West line of said SW1/4NE1/4 a distance of 300 feet to a point in the North right of way line of Leopard Street, extended, thence East on said right of way line a distance of 145.2 feet to a point marked with an iron pin; thence North a distance of 300 feet to a point marked with an iron pin; thence West 145.2 feet to the point of beginning.

Said parcel containing those improvements known as 1545 Leopard Street, Sheridan, Wyoming.

Whereas there is located within the right of way of Leopard Street in the City of Sheridan and adjacent to the parcels of real property above-described a private Water line which provides treated City of Sheridan water to the above-enumerated improvements and

Whereas the parties hereto mutually and equally benefit from the said private water line and wish to enter into an agreement relating to the maintenance and repair of said water line.

NOW, THEREFORE, it is hereby agreed by the parties hereto that all costs associated with the maintenance and repair of said water

line shall be shared upon the following basis, to-wit:

1501 Leopard St., 20%; 1505 Leopard St., 20%, 1509 Leopard St., 20%; 1525 Leopard St., 20%; and 1545 Leopard St., 20%.

It is further agreed that a majority of the owners may agree to any maintenance and repair and said majority may obligate the minority to share in the cost of all maintenance and repairs.

This Water Line Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Dated this 9th day of February, 1994.

Emma E. Brenneman
Emma E. Brenneman

Mark K. Brenneman

Matthew David Brenneman
Matthew David Brenneman

Carlotta Pleasants

George J. Zowada

Virginia Zowada

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Emma E. Brenneman, this 9th day of February, 1994.

Witness my hand and official seal.

E. M. Marie Wright
Notary Public

My Commission Expires 6-18-96



STATE OF WYOMING)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Mark K. Brenneman, this _____ day of _____, 1994.

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 Matthew David Brenneman, this 9th day of February, 1994.

Witness my hand and official seal.

 E. M. Davis
Notary Public

My Commission Expires 6-18-96

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Carlotta Pleasants, this _____ day of _____, 1994.

Witness my hand and official seal.

Notary Public

My Commission Expires _____

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by George J. Zowada and Virginia Zowada, this _____ day of _____, 1994.

Witness my hand and official seal.

Notary Public

My Commission Expires _____