

## ***SHARED WATER WELL AGREEMENT***

**THIS AGREEMENT** is made effective as of June 9, 2025, by the record owners of real property described herein, for a shared well agreement on the terms which are as follows:

### ***RECITALS:***

- A.** Patricia Hoover, Trustee, as the record owner of 21 North Piney, Story, Sheridan County, Wyoming, which property is described on Exhibit A, attached hereto (herein the "21 North Piney");
- B.** Patricia Hoover, Trustee, as the record owner of 19 North Piney, Story, Sheridan County, Wyoming, which property is also described on Exhibit A, attached hereto (herein the "19 North Piney");
- C.** An existing domestic water well is located on the 21 North Piney, as the well is permitted through the Wyoming State Board of Control as UW #176054 (herein the "Well"), at the location of the Well illustrated on Exhibit A, from which water is delivered through a pipeline from the 21 North Piney to the 19 North Piney along the route between the 21 North Piney and 19 North Piney, illustrated on Exhibit A;
- D.** The Well is intended to provide a shared source of domestic water for only the two Parcels -- the 21 North Piney and 19 North Piney, and the record owners thereof desire that the water from the Well be shared and used for the benefit of the two Parcels under the terms of this Agreement;
- E.** The Well is permitted for domestic use and, for purposes of this Agreement, includes the well bore, casing, submersible pump and well pipe and associated piping, plumbing fixtures, wiring, well pump controls and pressure tank and well house, and any pipelines delivering water therefrom.
- F.** The parties' interest in this Agreement is to confirm the shared access to and use of water from the Well.

**NOW THEREFORE**, pursuant to and in consideration of the mutual covenants herein contained, and for the purposes described in the Recitals above, the parties agree as follows:

- 1. *Reciprocal Grant of Easement.*** Patricia Hoover grants a non-exclusive easement over and across the 21 North Piney in favor and to the benefit of the 19 North Piney. The easement runs with the land. Each benefitted Parcel will have the reciprocal right of access over, across and under the easement areas illustrated on Exhibit A for reciprocal use of the Well. The scope of easement rights granted herein is strictly limited to such access as is necessary for the use, operation, maintenance and repair of the shared well and specifically does not provide any other access or use rights upon the other party's property.
- 2. *Use of Water.*** All available water produced from the shared Well shall be used by and shall benefit the domestic use of the 21 North Piney and 19 North Piney for domestic use. The record owners of the benefitted Parcels by this Agreement may use the Well only as a reasonable source of domestic water for ordinary household consumption, and minimal landscape/garden irrigation. The parties hereto shall endeavor to not consume more water than would be reasonable and ordinary for the type of residential use of the properties.
- 3. *Cost.*** The parties agree to the following cost allocations for the shared well by two Parcels:

- a. The owner of 19 N. Piney Road agrees to pay \$200 per year as its contribution toward the cost of its shared use of water from the Well;
  - b. The 19 North Piney payments shall be made annually, on or before January 1<sup>st</sup> to the 21 North Piney, at the address designated by its owner.
  - c. So far as any reasonable or necessary expenses occur in the pipelines of any of the two Parcels (e.g., frozen line or ruptured line) that user/Parcel owner shall bear all costs and expenses to maintain, repair and/or replace his line from the well to his home, as part of his own delivery system from the well, and that user/Parcel owner shall pay all costs necessary to restore water service to his Parcel, without charge or expense to the other Parcel owners benefitted hereby.
  - d. *Further*, should the owner of any Parcel damage the shared Well, the damaging owner shall pay for the repairs thereof. Other than damage caused by one party, the actual reasonable and necessary expenses of normal operation, maintenance, repair and replacement of the Well shall be borne by the two owners of the two Parcels in equal shares. Such actual expenses shall be documented and exchanged by and between the parties at least annually.
4. ***Easement Benefits Two Parcels.*** The rights and obligations set out in this Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties. The rights and obligations set out in this Agreement shall not be severable from the two Parcels, nor separately conveyed therefrom by either party or their respective heirs, successors and/or assigns.
5. ***Default & Remedies.*** In the event that a party determines in good faith that there is or may be a material default attributable to the other party under the terms of this Agreement, the non-defaulting party shall provide written notice of such claim to the other party promptly in a signed writing pursuant to the notice provisions of this agreement. The party receiving such a notice shall, thereafter have sixty (60) consecutive calendar days to fully cure any existing material default and to notify the other party of such cure. No party may file any suit or other proceeding against the other party unless and until such notice and opportunity to cure have been fully provided. Each party is to pay their own attorney fees and costs.
6. ***Miscellaneous terms.***
- a. Time of Essence. Time is of the essence in the performance of all rights, duties and obligations under this Agreement.
  - b. Entire Agreement. This agreement and its associated easement together represent the entire integrated written agreement between the parties with respect to its subject matter and all prior agreements, understanding, discussions or negotiations shall be deemed fully merged herein.
  - c. Amendments and Modifications. This Agreement will not be amended or modified without the prior written approval of Patricia Hoover for so long as she owns any of the Parcels.
  - d. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Wyoming.
  - e. Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Agreement or any of its provisions or in any other way be construed to affect the meaning or construction of this Agreement.
  - f. Notices. Whenever any notice, demand or request is required or permitted under this Agreement such notice, demand or request shall be in writing and shall be deemed to have been properly given or served when delivered in person to the other party or on the third business day after



being deposited in the United States mails, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses noted below.

g. Additional Documents. The parties shall, promptly after request, execute and deliver to each other, any and all additional documents not specifically referred to herein but which are necessary, helpful, convenient or appropriate to fully effectuate the purposes of this Agreement.

h. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated jointly in the preparation of this Agreement with and through their own independent attorneys.

i. Waiver. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

j. No Merger. Regardless if any of the Parcels described herein are owned by the same person, the benefits and burdens of this Agreement shall remain separate and shall not merge by common ownership.

k. Prior Agreements. Any and all previous agreements for the sharing of the well are terminated and replaced by this Agreement as the sole agreement by the parties.

l. Run With Land. The terms of the easement shall benefit the parcels described herein and shall run with the land.

[balance of page left intentionally blank]

DATED EFFECTIVE June 9, 2025.

*Patricia Hoover*

Patricia Hoover, as Trustee  
P.O. Box 13, Story, WY 82842  
Email: [pattyghoover@gmail.com](mailto:pattyghoover@gmail.com)

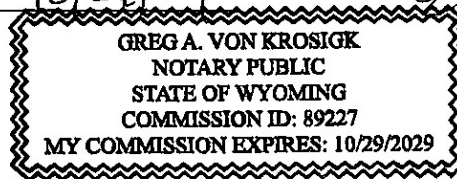
STATE OF WYOMING       )  
                                      ) SS.  
COUNTY OF SHERIDAN    )

The foregoing easement instrument was executed and acknowledged in person before me by Patricia Hoover, trustee of the Restated Hoover Family Trust dated June 28, 2016, on June 9, 2025.

My Commission Expires:

10/29/29

*[Signature]*  
Notary Public



**Exhibit "A"**

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

**Section 8: A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  being more particularly described as follows:  
Beginning at a point which bear North 13°22'52" East a distance of 935.33 feet from the Southwest corner of said Section 8; thence South 88°14'36" West for a distance of 79.11 feet; thence North 0°39'10" East for a distance of 141.15 feet; thence South 87°47'44" West for a distance of 76.3 feet; thence North 0°39'10" East for a distance of 49.04 feet; thence South 89°55'29" East for a distance of 156.00 feet; thence South 0°52'54" West for a distance of 184.63 feet to the point of beginning.**

**Property at 21 N. Piney Rd./house & well... Tax ID #: R0033025**

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

**A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8 being more particularly described as follows:  
Beginning at a point which bears North 13°22'52" East a distance of 935.33 feet from the southwest corner of said Section 8; thence North 0°52'54" East for a distance of 184.63 feet; thence South 89°55'29" East for a distance of 144.00 feet; thence South 0°55'33" West for a distance of 180.03 feet; thence South 88°14'36" West for a distance of 144.00 feet to the point of beginning.**

**Property at 19 N. Piney Rd./ guest house... Tax ID #: R0003419**

