

WATER WELL AGREEMENT

THIS AGREEMENT, entered into this day by and between DAVID D. ACKERMANN and LAURA K. ACKERMANN, husband and wife, herein referred to as First Parties, and GARY L. McGARY and SALLY M. McGARY, herein referred to as Second Parties.

RECITALS

1. First Parties own the East half of lot 2, Reynolds subdivision, Sheridan County, Wyoming.
2. Second Parties own the West half of lot 2, Reynolds Subdivision, Sheridan County, Wyoming.
3. There is located on First Parties' property a water well registered as Kimble No. 1 well which provides water to both properties.
4. The parties wish to enter into an agreement providing for the use of the water from said water well and for care and maintenance of the well and water line running therefrom.

IT IS, THEREFORE, HEREBY AGREED by and between the parties as follows:

I.

That the parties shall each own a one-half interest in said water well which is registered as Kimble No. 1 well, together with all water lines from the well to the well house and the pressure tank within the well house; provided, however, that Second Parties shall not have an interest in the well house itself which shall remain as the sole and separate property of the First Parties.

II.

That each party shall maintain their own water line after initial installation at their own expense.

III.

The parties further agree that not more than one family dwelling on each lot shall be permitted to utilize water from the well.

IV.

It is further agreed that in the event of repair and maintenance to the well, pump and water line, each party shall pay one-half the expenses incurred.

V.

The parties agree that for purposes of irrigation or watering purposes, e.g., garden, trees, lawn, etc., First Parties shall be entitled to use water from the well on even numbered days of each month and Second Parties shall be entitled to use water from the well on odd numbered days of the month, unless the parties otherwise agree.

VI.

The parties agree that the utility costs to maintain the pump and well will be paid one-half by each party.

VII.

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

DATED this 29th day of July, 1983.

David D. Ackermann
DAVID D. ACKERMANN

Laura K. Ackermann
LAURA K. ACKERMANN

FIRST PARTIES

Gary L. McGary
GARY L. MCGARY

Sally M. McGary
SALLY M. MCGARY

SECOND PARTIES

STATE OF WYOMING)
)SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 29th day of July, 1983, by David D. Ackermann and Laura K. Ackermann, husband and wife.

WITNESS my hand and official seal.

Peggy L. Anderson
Notary Public

My commission expires: Sept 16, 1986.

PEGGY L. ANDERSON
County of NOTARY State of
Sheridan PUBLIC Wyoming
My commission expires Sep. 16, 1986

STATE OF WYOMING)
) SS.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
 me this 29th day of July, 1983, by Sally M. McGary, a single
 person.

WITNESS my hand and official seal.

Peggy L. Anderson
 Notary Public

My commission expires: Sept 16, 1986

Wyoming
 STATE OF UTAH)
) SS.
 COUNTY OF Sheridan)

PEGGY L. ANDERSON
 County of NOTARY State of
 Sheridan PUBLIC Wyoming
 My commission expires Sep. 16, 1986

The foregoing instrument was acknowledged before
 me this 29th day of July, 1983, by Gary L. McGary, a single person.

WITNESS my hand and official seal.

Peggy L. Anderson
 Notary Public

My commission expires: Sept 16, 1986

PEGGY L. ANDERSON
 County of NOTARY State of
 Sheridan PUBLIC Wyoming
 My commission expires Sep. 16, 1986