

WATER AGREEMENT

THIS AGREEMENT made and entered into this 11th day of SEPTEMBER 1975, between the CITY OF SHERIDAN, a

municipal corporation, and JOSEPH L. FLETCHER, and SHIRLEY M. FLETCHER, GEORGE P. FLETCHER, J. LANCE FLETCHER and MARGARET K. CATRON, witnesses the following understanding and agreement, to-wit:

WHEREAS, on February 15, 1968, at which time there was no restriction upon the use of city water outside the corporate limits of the city, the then Mayor of the City of Sheridan, while dealing with the Fletchers for a right-of-way easement over and across their lands, advised the Fletchers by letter that should they decide to subdivide all or some portion of the Maple Ranch, which they were then purchasing, the city would enter into an agreement with them to furnish water for such subdivision as might appear necessary at the time, and

WHEREAS, the Fletchers intend to file a plat of the Valley West Subdivision, Sheridan County, Wyoming, whereby the following described lands of the Maple Ranch are to be subdivided:

Beginning at the NW Corner of Section 10, Township 55 North, Range 85 West; thence N. 46°37' East, 1954.4 feet; thence East, 1210.6 feet; thence S. 0°03' East, 1323.9 feet; thence S. 89°50' West, 330 feet; thence S. 0°03' East, 1415 feet; thence N. 56°28' East, 395 feet; thence S. 0°22' East, 1420.4 feet; thence N. 89°53' West, 2337.8 feet; thence N. 74°58' East, 150.7 feet; thence N. 42°53' East, 185.5 feet; thence N. 33°06' East, 247.2 feet; thence N. 41°13' East, 94 feet; thence N. 28°10' West, 53.1 feet; thence N. 57°45' East, 329.1 feet; thence S. 17°52' East, 2.0 feet; thence N. 72°59' East, 141.5 feet; thence N. 18°56' West, 240 feet; thence N. 74°29' East, 132.5 feet; thence N. 13°45' West, 217 feet; thence N. 48°09' West, 105 feet; thence S. 58°45' West, 238.5 feet; thence S. 17°52' East, 85 feet; thence S. 53°18' West, 404 feet; thence N. 28°04' West, 230 feet; thence N. 73°31' West, 179.1 feet; thence S. 72°50' West, 314.7 feet; thence N. 0°01' East, 1630.2 feet to the point of beginning, said subdivision contains 186.5 acres including all roads, easements and right of ways.

WHEREAS, on February 22, 1971, at which time no further agreement had as yet been entered into between the City and the Fletchers concerning the furnishing of City water for a subdivision at the Maple Ranch, the City of Sheridan adopted, by Resolution No. 4-71, a policy against any further extension of municipal water service beyond its corporate limits, to conserve the City's limited water supply for present and future residents of the City, and to avoid financial and tax inequities which might result to the City and its tax payers from the further extension of outside water service, and

WHEREAS, the Fletchers have now subdivided a portion of the Maple Ranch into 32 tracts known as the Valley West Subdivision, and have called upon the City to enter into an agreement to furnish domestic water service therefor in accordance with the letter of February 15, 1968, and

WHEREAS, the Fletchers have offered to convey to the City sufficient reservoir storage water above the City's intake, to more than offset any resulting depletion in the City's water supply, and

WHEREAS, both the City of Sheridan and the Fletchers are desirous of entering into an agreement which would, to the extent possible, comply with the understanding set forth in said letter of February 15, 1968, and also avoid the depletion of water supply, and the financial inequities, which prompted the adoption of Resolution No. 4-71, now therefore,

IT IS HEREBY AGREED, in consideration of the premises, and of the mutual promises and undertakings of the parties contained herein, as follows:

1. The Fletchers agree to assign and cause to be transferred to the City the following shares of water reservoir stock:

at points on, or immediately adjacent to, their property
nections to the City's twenty inch raw water supply line
entitled to a water permit for four (4) two inch tap con-
3. The City agrees that the Fletchers are hereby
all assessments levied against said stock.

stock, without charge except for payment by the City of
continue receiving the reservoir water represented by said
from the City's water system, who shall be entitled to
for the use and benefit of consumers entitled to service
City, will accept re-conveyance of said stock as trustees
companies, they, or their successors, if requested by the
stock in either or both of the above-named reservoir
to divest itself of the ownership of the above capital
reason the City, as a municipal corporation, is required
2. The Fletchers further agree that if for any
delivery.

two acre feet of water per share in actual
Sawmill Reservoir amounting to approximately
to a pro rata share of all water stored in
Reservoir,) which entitles the owner thereof
Company, which formerly owned Sawmill
of Class B Stock of Dome Lake Reservoir
received, in exchange for nine (9) shares
(4½) shares of stock (received, or to be
(b) Sawmill Reservoir Company: Four and one-half
per share in actual delivery.

and approximately 0.85 to 0.89 acre foot
acre foot of water per share in capacity,
weir pond, amounting to approximately one
Dome Lake, Dome Lake Reservoir, and the
to a pro rata share of all water stored in
shares of Class A Stock entitling the owner
(a) Dome Lake Reservoir Company: Fifteen (15)

known as the Maple Ranch for the purpose of furnishing water to each of the 32 tracts contained in the Valley West Subdivision, each individual tract to be serviced by a three-quarter inch service line with a five-eighths inch meter thereon.

4. The Fletchers agree to pay the actual expenses for installation and inspection of the four (4) two inch tap connections to the City's twenty inch raw water supply line.

5. The Fletchers, their heirs and assigns, agree that the owners of the individual lots of the Valley West Subdivision will comply with all of the ordinances, resolutions and regulations of the City of Sheridan, and of its utility department, pertaining to the municipal water system, including payment of all permit, service, tapping, installation, inspection, and investment charges for each of the thirty-two (32) five-eighths inch meters as may be provided for by the ordinances of the City in force and effect at the time each such meter is installed incident to commencement of construction of the residence it is to serve; and that they will pay for all water furnished at the rates provided for outside domestic service by the ordinances of the City of Sheridan at the time such water is furnished.

6. It is understood and agreed that all water furnished under the permit granted hereby shall be for domestic residential purposes only, and that none of such water shall be used for irrigation or the sprinkling of lawns and gardens.

7. This agreement shall be binding upon, and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Nov 3, 1978

My Commission Expires:



Notary Public
Margaret K. Catron

WITNESS my hand and official seal.

The foregoing Water Agreement was acknowledged before me this 24 day of September, 1975, by Joseph L. Fletcher, Shirley M. Fletcher, George P. Fletcher, J. Lance Fletcher and Margaret K. Catron, all of Sheridan County, Wyoming.

STATE OF WYOMING)
COUNTY OF SHERIDAN)
ss.)

Margaret K. Catron
Margaret K. Catron
J. Lance Fletcher
J. Lance Fletcher
George P. Fletcher
George P. Fletcher
Shirley M. Fletcher
Shirley M. Fletcher
Joseph L. Fletcher
Joseph L. Fletcher

July 19, 1979

My Commission Expires:



Notary Public
Joseph J. Anthony

WITNESS my hand and official seal.

The foregoing Water Agreement was acknowledged before me this 11th day of September, 1975, by the Mayor of the City of Sheridan, Wyoming.

STATE OF WYOMING)
COUNTY OF SHERIDAN)
ss.)

Joseph J. Anthony
City Clerk

Attest:



By *Willie Mae*
Mayor

CITY OF SHERIDAN, WYOMING

WITNESS the hands of the parties hereto.

DATED this 11 day of September, 1975.