

Recorded June 12, 1979 at 9:20 A.M.

458829

WATER WELL COVENANT

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The undersigned, Knights of Columbus, being the fee owner of the following described real property:
Vivian E. Addison, Campbell County Clerk
State of Wyoming Fees \$6.00

The K C SUBDIVISION is located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, T 49N, R 72 W of the 6th. P.M., Campbell County, Wyoming and is more particularly described as follows: Commencing at the South $\frac{1}{4}$ corner of said Section 2; Thence N 63 degrees 55' 00" W, 881.90 feet to the point of beginning; Thence N 00 degrees 05' 17" W along the West right-of-way line of Rourke Ave., 391.34 feet to the south right-of-way of State Highway 59; Thence N 54 degrees 02' 32" W along the south right-of-way of State Highway 59, 364.65 feet to the East right-of-way of Hitt Boulevard; Thence S 00 degrees 09' 43" W along the East right-of-way, 815.57 feet to the North right-of-way K C Street; Thence N 89 degrees 34' 00" E along the North right-of-way of K C Street 540.86 feet to the point of beginning and containing 7.29 acres.

hereby makes the following declaration as to the use of certain water well which is to be drilled on Lot 1.

I.

Said water well will be the sole source of supply for the real property described above until such time as other sources of water become available.

II.

It is contemplated by Knights of Columbus that four (4) parties will also be using said well, hereinafter referred to as users.

III.

Users, their tenants, servants, visitors, and licensees will continue to use the well, and will share certain expenses and maintenance of said well.

IV.

The users will divide the expenses of maintaining the said well, including but not limited to: installing a new pump, pipe or casing, along with any other necessary components to make the well operable, the expenses of powering the pump uses, be it electrical, gas and oil, or other source of power, all expenses of enlargement or improvement of said well, if it is deemed necessary and appropriate by the users, their heirs, assigns, executors, and administrators, and as such parties as are sharing the well at such time agree to do so.

V.

The expenses of maintaining the individual water lines to the buildings on the above described real property of the various users, their heirs, assigns, administrators and executors shall be borne solely by the user of such individual water lines. The expenses of maintenance of any water line or lines which are used in common by two or more users or their heirs, assigns, administrators or executors, shall be prorated equally among the users of such line.

VI.

In the event the well described above becomes inoperable for any reason, or fails to produce satisfactory water in either quantity or quality, and another well or wells is necessary to supply satisfactory water to the above described properties,

then the users who are then using said well, will drill a new well or wells, sharing expenses of doing so as they may agree.

VII.

If at any time, a user, or the heirs, assigns, executors or administrators of such a user fail to comply with the terms of this agreement, then such user, after reasonable demand by the other users to this agreement, or their heirs, assigns, administrators or executors, shall be denied the use of the water from said well.

VIII.

The users of the water well which is the subject of this agreement may use the well for any use consistent with residential water uses.

IX.

It is expressly contemplated that one or more users of their heirs, assigns, executors or administrators, may use more or less water than other parties on the same well, or their heirs, assigns, executors, or administrators.

X.

In the event that any of the properties above described or any part of said properties, of one or more of the users or their heirs, assigns, administrators or executors, are sold, transferred, assigned or become the subject matter of a contract for deed, then the transferees, assignees or contract purchasers of such property shall share equally with the other users, the expenses of maintaining the source of water which is the subject matter of this document, under the terms of this document if such is used as the source of water for their property.

XI.

Enforcement shall be by any proceeding at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

Dated this 21 day of May, 1979.

Burr Reding President
Jim McManamen Sec
Knights of Columbus

STATE OF WYOMING)
County of Campbell)

The foregoing instrument was acknowledged before me by Knights of Columbus, President Burr Reding & Secretary Jim McManamen this 21st day of May, 1979.

Witness my hand and official seal

LINDA G. WADE - Notary Public
County of Campbell State of Wyoming
My Commission Expires Jan. 21, 1982

Linda G. Wade
Notary Public

Received For Record
State of Wyoming
Campbell Co. Clerk
Date JUN 12 1979
10:00 AM