

Water Use Agreement

This Agreement is made and effective as of the 26 day of May, 2020 by the property owners of the below described real property, and binding upon their heirs, successors and assigns with respect to certain real property located in Sheridan County, Wyoming.

1. **Property.** This Agreement shall apply to certain real property consisting of the three (3) Tracts (the "Tracts") within **Whispering Hills Estates, a subdivision in Sheridan County, Wyoming, recorded September 14, 2015, in Plat Book W, on Page 70** in the records of the Sheridan County Clerk and Recorder (the "subdivision").

2. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract, and the heirs, successors, assigns of said Owners.

3. **Purpose.** The lands within Whispering Hills Estates have water rights and are irrigated by water delivered to the Tracts by the Hanover and Mikado Ditch Co. The water delivery ditch lateral, marked "Lateral of the OZ&K and Hanover Ditch" on the Whispering Hills Estates subdivision plat, passes over, through and across each of the subdivision Tracts and provides water to said Tracts, for the use and benefit of all Tracts and their Owners. The Whispering Hills Estates Homeowners Association, Inc., a Wyoming non-profit corporation (the "Homeowners Association") holds a certificate of stock issued by the Hanover and Mikado Ditch Co. which represents the total water rights attributable to the total acreage comprising the three Tracts of the subdivision. Said stock is subject to annual assessments levied by the Hanover and Mikado Ditch Co. for the delivery of water to the Tracts within the subdivision. The purpose of this Agreement is to provide for allocation of water among the Tracts and payment of assessments which may be levied and assessed by Hanover and Mikado Ditch Co.

4. **Rights and Obligations.** Each Tract is entitled to a share of the total irrigation water proportionate to the acres irrigated within each Tract. The parties will use the Whispering Hills Estates Water Distribution Plan to allocate the water and assessments as attached hereto as Exhibit 1. Tract 1 has a total of 6.91 irrigated acres, Tract 2 has 10.94 irrigated acres and Tract 3 has 13.13 irrigated acres. The "proportionate share of water and expenses shall be: Tract 1: 22%; Tract 2: 35% and Tract 3: 43%. Each Tract is entitled to receive and apply its proportionate share of water and each Tract is subject to its proportionate share of the Hanover and Mikado Ditch Co. assessments. The Owners understand that the entire assessment for all Tracts within the subdivision must be paid in order for any of the Tracts to receive water from the Hanover and Mikado Ditch Co.

5. **Use and Expenses.** Each Owner shall be entitled to use and apply their proportionate share of water from Hanover and Mikado Ditch Co. The Owners agree to cooperate with each other to call for water, allocate and share irrigation water among the tracts when available. When the Homeowners Association is assessed by Hanover and Mikado Ditch Co. each Tract Owner agrees



to pay its proportionate share of the assessment. If repairs or maintenance to the lateral are required which are the responsibility of the Tract owners, the Homeowners Association may assess the Tract owners their proportionate share of such expenses, and Tract owners shall pay the same. Maintenance and upkeep shall be limited to that necessary to keep the ditch lateral in condition to deliver water to each Tract, unless otherwise agreed by a majority of Tract Owners.

6. Lien. Each Owner, by signing this Agreement, does covenant and agree to pay its share of costs and expenses within sixty (60) days after the date of receipt of assessment. Each assessment, together with costs of collection, shall be a lien and charge upon the Tract against which each such assessment is made which lien shall continue until the assessment is paid and shall be an obligation of the Owner.

7. Enforcement. Any Tract Owner or the Homeowner Association may bring a civil action against any other Tract Owner personally obligated to pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the Tract, and there shall be added to the amount of such assessment due all costs of collection. In the event a judgment is obtained, such judgment shall include interest at the rate of 10% per annum on the assessment, together with all attorney's fees and expenses and costs of the action.

8. Sale or transfer. Sale or transfer of a Tract shall not discharge the lien of any assessment becoming due before the date of any such sale or transfer.

9. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

10. Amendment. This Agreement may be amended only by a written instrument executed in recordable form and signed by each of the Owners of Tract 1, Tract 2 & Tract 3, Whispering Hills Estates.

11. Binding effect; Successors and Assigns. This Agreement is for the use and benefit of all Tracts and shall be a burden upon the lands, binding upon and enforceable against the Tract owners, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed the Water Use Agreement as of the date first above written.

TRACT 1:

Owner:

Owner:

Date:

Date:

TRACT 2:

Owner:

Owner:

Date:

Date:

TRACT 3:

Owner: [Signature]

Date: 5-26-2020

Owner: Sheila R. Blomquist

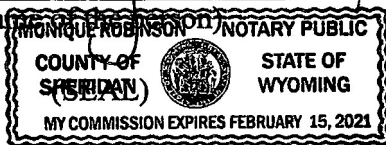
Date: 5-26-2020

STATE OF WYOMING)

) ss.

County of Sheridan)

This instrument was acknowledged before me on May 22, 2020 by
Jeremy Mims & Karessa Mims (Date)
(Name of the person)



Monique Robinson
Signature of Notarial Officer
Title and Rank: Notary

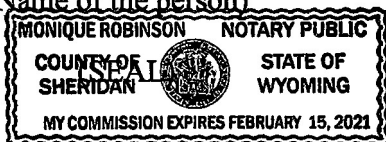
My commission expires: 2/15/2021

STATE OF WYOMING)

) ss.

County of Sheridan)

This instrument was acknowledged before me on May 22, 2020 by
Corbett Buller & Kristin Buller (Date)
(Name of the person)



Monique Robinson
Signature of Notarial Officer
Title and Rank: Notary

My commission expires: 2/15/2021

STATE OF WYOMING)

) ss.

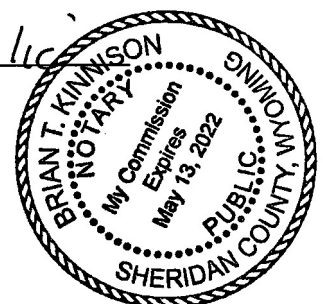
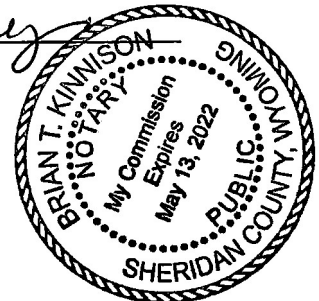
County of Sheridan)

This instrument was acknowledged before me on 5-26-20 by
Robert J. Blomquist & Sheila R. Blomquist (Date)
(Name of the person)

(SEAL)

[Signature]
Signature of Notarial Officer
Title and Rank: Notary Public

My commission expires: 5-13-22



G-8 P 91 Amended