

641081 AGREEMENT
BOOK 506 PAGE 0171
RECORDED 05/19/2009 AT 03:20 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

PIPELINE MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into on the 11 day of May, 2009, by and between Robert K. McBride and Mary McBride, husband and wife, Willis W. Perkins and Carole Perkins, husband and wife, Jonathon B. Vendela, a single person, Randolph S. Warnke and Bessie M. Warnke, husband and wife, Randol C. Zachry and Jan W. Zachry, husband and wife (referred to herein as "Parties").

RECITALS

1. The Parties are owners of the following property, to-wit: Lots 1, 2, 3, 5 and 6, Block 2, Knode Ranch Subdivision, 2nd Addition, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, page 220 (the "Property").

2. Parties desire to share in the cost of construction and maintenance of a pipeline, a copy of the plat showing the pipeline is attached hereto as Attachment A. The pipeline will carry water from a subsidiary of the East Side Ditch over and across property owned by others, including common areas, and will provide water for irrigation for the mutual benefit of the Parties and their Property.

NOW, THEREFORE, IN CONSIDERATION in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Pipeline Construction. The Parties agree to share equally in the cost of construction of a pipeline from the existing ditch to the above-described Property, including the distribution lines from the pipeline to each of the Parties' property up to the shut-off value. Any costs associated with constructing lines from the shut-off value shall be the responsibility of the individual owners. Whoever the Parties select to oversee the construction of the pipeline shall provide all of the Parties with written proof of the costs along with a breakdown of each Party's share of the total costs. The Parties shall pay their respective share of the costs within thirty (30) days of submission of the proof of such costs.

2. Pipeline Maintenance. The Parties agree to share equally in the maintenance cost of the pipeline from where the pipeline takes water from the existing ditch to the above-described Property, including the distribution lines from the pipeline to each of the Parties' property up to the shut-off value. Any costs associated with maintaining the distribution lines from the shut-off value shall be the responsibility of the individual owners. Whenever any maintenance costs are incurred, the Party or Parties who have been selected to oversee the maintenance pipeline shall provide all of the Parties with written proof of the maintenance costs and with a breakdown of each Party's share of the total costs. The Parties shall pay their respective share of such costs within thirty (30) days of submission of the proof of costs.

3. Disputes. In the event a dispute arises pertaining to this Agreement or over the costs of construction or maintenance of the pipeline, the Parties shall be entitled to bring a lawsuit

for resolution of the dispute. The Parties shall be entitled to secure a lien against the property of any of the Parties who shall not have paid their proportionate share of the amounts owing for construction or maintenance of the pipeline. The lien procedures provided for in Wyoming Statutes, Section 29-2-101 through 29-2-111 shall be applicable. For the purposes of creating and enforcing a lien, the Parties shall be deemed to be a "subcontractor" under the statutes.

4. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Any action commenced under this Agreement shall be brought in a court of competent jurisdiction in Sheridan County, Wyoming.

Robert K. McBride

Mary Kay Biele

William W. Palmer

Carole Perkins

Jonathan B. Wendels

[Signature]

Pessie W. Burke

[Signature]

Jan Jacoby

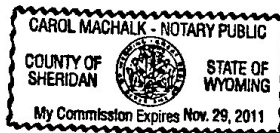
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on the 14th day of MAY, 2009, by Robert McBride.

Carol Machalk
Notary Public

My Commission Expires: 11-29-2011

STATE OF WYOMING)



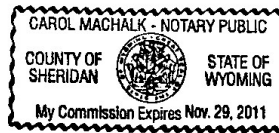
COUNTY OF SHERIDAN) ss.
)

The foregoing instrument was acknowledged before me on the 14th day of May, 2009, by
William Perkins

Carol Machalk
Notary Public

My Commission Expires: 11-29-2011

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

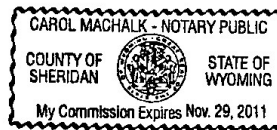


The foregoing instrument was acknowledged before me on the 14th day of May, 2009, by
Jonathon Vendela

Carol Machalk
Notary Public

My Commission Expires: 11-29-2011

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

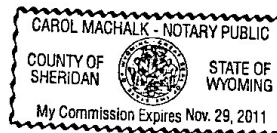


The foregoing instrument was acknowledged before me on the 14th day of May, 2009, by
Randolph S Warnke

Carol Machalk
Notary Public

My Commission Expires: 11-29-2011

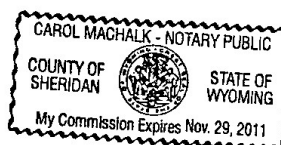
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)



The foregoing instrument was acknowledged before me on the 14th day of May, 2009, by
Randall Zackery

Carol Machalk
Notary Public

My Commission Expires: 11-29-2011





Trus Joist MacMillan
A LIMITED PARTNERSHIP

Irrigation Pitch
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DAVE HUNTER
Technical Representative
1122 City Springs Road, #206
Rapid City, South Dakota 57702
Phone 605.343.2570 • Fax 605.343.2543

