

DITCH COMPANY SHARE DUES REIMBURSEMENT AGREEMENT

This Agreement is made by and between **Donald E. Fisk, Trustee of The Donald E. Fisk Revocable Living Trust dated May 31, 2017**, of 14 Oldsquaw Road, Sheridan, WY 82801 ("Owner") and the **Knode Ranch Homeowner's Association, Inc.**, a Wyoming non-profit corporation of P.O. Box 7033, Sheridan, WY 82801 ("Knode").

RECITALS

WHEREAS, Owner owns a Lot located within the Knode Ranch Subdivision specifically described as:

Knode Ranch Subdivision Second Addition, Block 2, Lot 1

WHEREAS, Owner's Lot as described above appears in the State of Wyoming Board of Control's Order Record as a parcel of land that has a right, as described therein and otherwise according to Wyoming law, to divert and use water for agricultural or landscaping irrigation purposes on the portions of Owner's Lot where such use can be physically made; and,

WHEREAS, Owner's water right is and can only be conveyed and delivered, in pertinent part, by and through the irrigation ditch known as the East Side Ditch (the "Ditch") with said Ditch being owned and managed by the East Side Ditch Co., a Wyoming corporation; and,

WHEREAS, historically, Knode has owned and annually paid the requisite assessments for Sixty (60) shares of and in the East Side Ditch Co. to annually pay for the right to receive water that Knode owns and has the right to receive and use for certain Common Area agricultural lands that Knode owns and annually irrigates within the Knode Ranch Subdivision and Knode has also always paid the annual assessment for one (1) share of the East Side Ditch Co. attributable to and used or useable by Owner and approximating up to one (1) acre or less of irrigated or irrigable land located within the surveyed boundary Owner's lands; and,

WHEREAS, the East Side Ditch Co. desires that, for the Sixty (60) shares of the Eastside Ditch co. that Knode has historically paid annual dues for, the dues attributable to Owner's irrigated lands located on Owner's Lot, all be paid under a single annual assessment from the East Side Ditch Co. to Knode and that Knode, at its discretion, subsequently recoup such dues paid by Knode to East Side Ditch Co. from Owner; and,

WHEREAS, Knode and Owner desire to agree to the specific terms and requirements set out in this Agreement to establish an annual mechanism by which Knode can fully pay the East Side Ditch Co. for the full Sixty (60) shares each year and then invoice and recoup payment from Owner and that will perpetually facilitate the reliable delivery of irrigation water to Owner's Lot through the East Side Ditch.

NOW THEREFORE, the parties agree as follows:

1. Annually, within sixty (60) calendar days immediately following the receipt by Knode of the annual share dues billing or invoice from the East Side Ditch Co. and payment by Knode to the East Side Ditch Co. of that annual dues billing or invoice, Knode shall issue an invoice to Owner for payment by Owner to Knode in the amount of one (1) share's worth of dues for that year. Said invoice shall attach a full, complete and legible copy of the annual East Side Ditch Co. annual share dues billing or invoice from the East Side Ditch Co. for that year.

2. Owner agrees that, starting with the year 2019, within sixty (60) calendar days immediately following Owner's receipt of the annual one (1) share dues billing invoice from Knode described above, Owner shall pay the full amount of said invoice to Knode.

3. Owner further agrees that from the date of this Agreement forward in time. Owner and Owner's heirs, successors and assigns, shall, each year, fully indemnify Knode for the annual amount of one (1) share's worth of dues for the East Side Ditch Co. actually billed each year to Knode and paid by Knode and shall reimburse Knode for said dues in full according to this Agreement.

4. This Agreement shall be fully binding upon and inure to the benefit of the heirs, beneficiaries, personal representatives, successors, and assigns of the parties hereto.

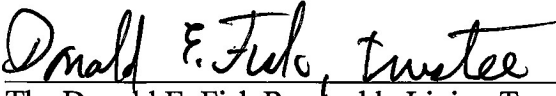
5. This Agreement constitutes the entire final integrated Agreement of the parties. There are no other written or verbal agreements between the parties that are not fully incorporated herein. This Agreement may only be amended in a written memorandum executed by all parties.

6. It is the intent of the parties that Agreement may be recorded in the official land records of Sheridan County Clerk and Recorder for Sheridan County, Wyoming.

7. This Agreement is not intended by any of the parties to in any way modify, amend or in any way represent anything concerning the ownership, status or use of irrigation water rights owned by each of the parties according to the State of Wyoming Board of Control Order Record or otherwise.

Knode Ranch Homeowner's Association, Inc.

By: 
Authorized Officer


The Donald E. Fisk Revocable Living Trust
dated May 31, 2017
By: Donald E. Fisk, Trustee

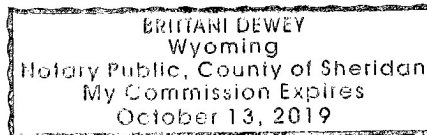


STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

This instrument was executed and acknowledged before me on the 20th day of June, 2019 by Anthony T. Wendtland as an authorized officer and agent of the Knode Ranch Subdivision Homeowner's Association, a Wyoming non-profit corporation, of Sheridan, Wyoming.

Witness my hand and official seal.

Brittani Dewey
Notarial Officer



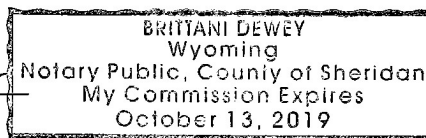
My commission expires: October 13, 2019

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

This instrument was executed and acknowledged before me on the 7th day of June, 2019 by Donald E. Fisk, Trustee of the Donald E. Fisk Revocable Living Trust, dated May 31, 2017.

Witness my hand and official seal.

Brittani Dewey
Notarial Officer



My commission expires: October 13, 2019