



## ACCESS AND UTILITY EASEMENT

For value received, **John E. Rice & Sons, Inc.**, a Wyoming corporation ("Grantor"), whose address is P.O. Box 4039, Sheridan, WY 82801, does hereby grant and convey to **Centaur Capital, LLC**, a Wyoming limited liability company, whose address is P.O. Box 610, Dayton, WY 82836, its successors and assigns ("Grantee"), a nonexclusive access and utility easement ("Easement") on the land described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

Grantor grants to Grantee the Easement identified on **Exhibit A** for the purpose of allowing Grantee access to and utilization of the irrigation equipment situated on the dam at the Windy Draw Reservoir, as described on **Exhibit A**. Grantee shall have the right to maintain, operate, repair, and replace the irrigation equipment as it now exists, including all appurtenances and attachments necessary for the operation of said equipment. Grantor hereby grants to Grantee a right of ingress and egress over, across, and upon the land identified in **Exhibit A** to carry out these purposes. Grantee accepts the Easement in "as is" condition, without any responsibility of Grantor for improvement, construction, repairs, or alterations thereto.

The Easement shall be a nonexclusive, perpetual appurtenant easement and shall run with and benefit the land specifically described in **Exhibit B** hereto, which Grantor has conveyed to Grantee.

Grantee acknowledges that this easement is nonexclusive and shall not preclude Grantor from using the above-referenced irrigation equipment and related facilities or from granting the right to other persons and parties to use the irrigation equipment and related facilities. Grantee shall obtain written consent from Grantor, which consent shall not be unreasonably withheld, prior to any material change in the use of or replacement of said irrigation equipment and related facilities. Grantee agrees to be responsible for the costs of operation and maintenance of the pipeline in proportion to its respective use. This Easement is not intended to diminish the right of Grantor, and its successors and assigns, to continue utilizing the existing irrigation equipment in connection with the irrigation of lands owned by Grantor and its successors and assigns.

Except in cases of emergency, Grantee shall provide Grantor or its successors and assigns with respect to the lands described in **Exhibit A**, with reasonable notice when utilizing the rights granted in this easement. Grantee may not fence the easement area unless otherwise agreed to by Grantor. Grantee shall not cut or damage any fences, cattleguards or other improvements of Grantor. Grantee will not store or park any vehicles or material on the easement. Grantee may not use the rights granted herein for recreational purposes, including hunting, camping, fishing, or other uses of the lands that are not consistent with the stated purposes of this easement. Grantee shall not enter upon, disturb, or otherwise use any land owned by Grantor, its successors and assigns, that is not within the described easement area including, but not limited to, the Windy Draw Reservoir.

Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's successors,