

IRRIGATION WATERLINE 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 irrigation waterline 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 in **Exhibit A** for the purpose of providing Grantee with the right to operate, maintain, repair, and replace an existing water irrigation pipeline for the purpose of conveying irrigation water to the lands described in **Exhibit B**. 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 existing water irrigation pipeline or from granting the right to other persons and parties to use the pipeline. 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 existing water irrigation pipeline. 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 pipeline to convey water to lands owned by Grantor.

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.

Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's successors, assigns, agents, employees and representatives from any and all claims, demands, or causes of action arising out of the use of the easement area by Grantee or Grantee's invitees or arising out of the granting of this easement. Grantee releases Grantor, its employees, agents, and representatives from any and all liability for damages arising out of Grantee's use of the easement area.

This agreement is binding upon the successors and assigns of the parties. This agreement shall be construed according to the laws of the State of Wyoming.