



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,



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 unless and to the extent such damage is caused by the negligence of Grantor.

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.

Dated this 17th day of August, 2021.

GRANTOR:

John E. Rice & Sons, Inc.

By: [Signature]

Title: Vice President

Date: 17th August, 2021

GRANTEE:

Centaur Capital, LLC

By: [Signature]

Title: MG

Date: 8/18/21

New York
 STATE OF ~~WYOMING~~)
Suffolk) ss.
 County of ~~Sheridan~~)

The foregoing instrument was acknowledged before me this 17th day of August, 2021, by John T. Sargent, Vice President of John E. Rice & Sons, Inc.

WITNESS my hand and official seal,

[Signature]
 Notary Public

My Commission expires: August 20 2022.

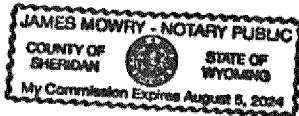
THERESA M LANTIERE
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01LA6379532
 Qualified in Suffolk County
 Commission Expires August 20, 2022



STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 18th day of August, 2021, by IR ROSE, MANAGER of Centaur Capital, LLC.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission expires: 8/5/2024.



Exhibit A
LEGAL DESCRIPTION
(Access and Utility Easement)

A TRACT OF LAND LOCATED IN THE SECTION 9, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING And More Particularly Described As Follows:

Beginning At A Point Which Is Located South 67°25'46" East, A Distance Of 3591.02 Feet To A Point; from the West Quarter Corner Of Said Section 9, Said Point Also Being On The North Right Of Way Of Yellowtail Drive;

Thence With Said North Right Of Way North 67°08'40" West, A Distance Of 30.60 Feet To A Point;

Thence Leaving Said Right Of Way North 11°31'55" East, A Distance Of 62.81 Feet To A Point;

Thence North 22°51'13" East, A Distance Of 196.37 Feet To A Point;

Thence North 05°58'13" West, A Distance Of 737.63 Feet To A Point;

Thence North 06°23'13" East, A Distance Of 136.66 Feet To A Point;

Thence North 41°40'32" East, A Distance Of 109.99 Feet To A Point;

Thence With A Curve Turning To The Left With An Arc Length Of 41.60 Feet, A Radius Of 25.00 Feet, A Chord Bearing Of North 05°59'40" West, A Chord Length Of 36.96 Feet;

Thence With A Reverse Curve Turning To The Right With An Arc Length Of 675.88 Feet, A Radius Of 5813.90 Feet, A Chord Bearing Of North 50°20'03" West, A Chord Length Of 675.50 Feet;

Thence North 57°30'10" West, A Distance Of 299.78 Feet To A Point;

Thence North 68°51'50" West, A Distance Of 253.19 Feet To A Point;

Thence With A Non-tangent Curve Turning To The Left With An Arc Length Of 328.29 Feet, A Radius Of 330.00 Feet, A Chord Bearing Of South 84°37'53" West, A Chord Length Of 314.92 Feet;

Thence North 33°52'04" West, A Distance Of 10.00 Feet To A Point;

Thence South 56°07'56" West, A Distance Of 182.44 Feet To A Point;

Thence With A Curve Turning To The Right With An Arc Length Of 52.35 Feet, A Radius Of 25.00 Feet, A Chord Bearing Of North 63°52'46" West, A Chord Length Of 43.30 Feet;

Thence North 03°53'28" West, A Distance Of 799.39 Feet To A Point;

Thence With A Curve Turning To The Left With An Arc Length Of 134.19 Feet, A Radius Of 120.00 Feet, A Chord Bearing Of North 35°55'32" West, A Chord Length Of 127.30 Feet;

Thence North 67°57'37" West, A Distance Of 116.30 Feet To A Point;

Thence With A Non-tangent Curve Turning To The Right With An Arc Length Of 104.72 Feet, A Radius Of 20.00 Feet, A Chord Bearing Of North 22°02'23" East, A Chord Length Of 20.00 Feet;

Thence South 67°57'37" East, A Distance Of 116.30 Feet To A Point;

Thence With A Curve Turning To The Right With An Arc Length Of 156.55 Feet, A Radius Of 140.00 Feet, A Chord Bearing Of South 35°55'32" East, A Chord Length Of 148.52 Feet;

Thence South 03°53'28" East, A Distance Of 764.76 Feet To A Point;

Thence With A Curve Turning To The Left With An Arc Length Of 52.35 Feet, A Radius Of 25.00 Feet, A Chord Bearing Of South 63°52'46" East, A Chord Length Of 43.30 Feet;

Thence North 56°07'56" East, A Distance Of 147.82 Feet To A Point;

Thence North 33°52'04" West, A Distance Of 10.00 Feet To A Point;

Thence With A Non-tangent Curve Turning To The Right With An Arc Length Of 367.36 Feet, A Radius Of 370.00 Feet, A Chord Bearing Of North 84°34'33" East, A Chord Length Of 352.46 Feet;

Thence South 68°51'50" East, A Distance Of 256.49 Feet To A Point;

Thence South 57°30'10" East, A Distance Of 307.44 Feet To A Point On The West Right Of Way Of Interstate 90;

Thence With Said West Right Of Way With A Non-tangent Curve Turning To The Left With An Arc Length Of 687.77 Feet, A Radius Of 5773.90 Feet, A Chord Bearing Of South 50°22'47" East, A Chord Length Of 687.36 Feet;

Thence Continuing With Said West Right Of Way South 53°43'27" East, A Distance Of 48.46 Feet To A Point;

Thence Leaving Said West Right Of Way South 41°40'32" West, A Distance Of 170.94 Feet To A Point;

Thence South 06°23'13" West, A Distance Of 123.87 Feet To A Point;

Thence South 05°58'13" East, A Distance Of 742.09 Feet To A Point;

Thence South 22°51'13" West, A Distance Of 201.10 Feet To A Point;



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FEES: \$33.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Thence South 11°31'55" West, A Distance Of 65.84 Feet To A Point;
To The Point Of **Beginning**, Having An Area Of 130959.52 Square Feet, 3.01 Acres more or less.



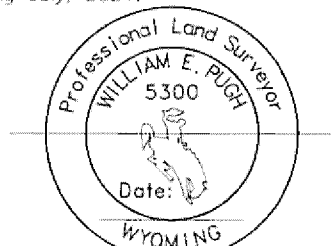
FEES: \$33.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



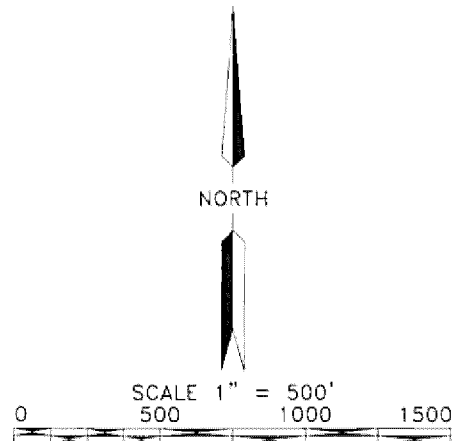
Access and Utility Easement

CERTIFICATE OF SURVEY

I, William E. Pugh, a registered land surveyor in the state of Wyoming do hereby certify that this plat was prepared from notes taken during a survey performed by me or under my supervision during July, 2021.



UNLESS SIGNED, SEALED AND DATED
THIS IS A PRELIMINARY PLAT.



If this does not measure 1"
scale is not correct.



Exhibit B

LEGAL DESCRIPTION

THE EQUINE

A TRACT OF LAND LOCATED IN THE SOUTH 1/2, SECTION 4 AND THE NORTH 1/2, SECTION 9, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING And More Particularly Described As Follows:

BEGINNING At A Point Which Is Located North 28°02'12" West A Distance Of 572.31 Feet From The Southeast Corner Of Said Section 4, Said Beginning Point Also Being On The West Right Of Way Of State highway 338 (AKA Decker Road);

Thence Leaving Said Right Of Way South 63°59'15" West, A Distance Of 1998.38 Feet To A Point;

Thence With A Non-tangent Curve Turning To The Right With An Arc Length Of 1496.92 Feet, A Radius Of 1488.77 Feet, A Chord Bearing Of North 73°53'09" West, A Chord Length Of 1434.66 Feet;

Thence South 66°06'15" West, A Distance Of 224.40 Feet To A Point On The East Right Of Way Of Interstate 90;

Thence With Said East Right Of Way With A Non-tangent Curve Turning To The Right With An Arc Length Of 18.28 Feet, A Radius Of 5546.45 Feet, A Chord Bearing Of North 20°29'26" West, A Chord Length Of 18.28 Feet;

Thence Leaving Said East Right Of Way South 89°15'56" West, A Distance Of 375.54 Feet To A Point On The West Right Of Way Of Interstate 90;

Thence With Said West Right Of Way With A Non-tangent Curve Turning To The Right With An Arc Length Of 1043.18 Feet, A Radius Of 5901.45 Feet, A Chord Bearing Of North 14°06'19" West, A Chord Length Of 1041.83 Feet;

Thence Continuing With Said West Right Of Way North 09°02'28" West, A Distance Of 1303.10 Feet To A Point;

Thence Leaving Said Right Of Way North 80°57'32" East, A Distance Of 355.00 Feet To A Point On The East Right Of Way Of Interstate 90;

Thence South 84°22'25" East, A Distance Of 894.57 Feet To A Point;

Thence North 58°00'22" East, A Distance Of 390.98 Feet To A Point;

Thence North 80°20'05" East, A Distance Of 521.00 Feet To A Point;



Thence South 84°16'40" East, A Distance Of 347.88 Feet To A Point;

Thence South 69°07'59" East, A Distance Of 482.76 Feet To A Point;

Thence South 42°58'24" East, A Distance Of 309.14 Feet To A Point;

Thence South 84°16'35" East, A Distance Of 28.68 Feet To A Point;

Thence North 64°11'12" East, A Distance Of 419.12 Feet To A Point On The West
Right Of Way Of State highway 338 (AKA Decker Road);

Thence With Said West Right Of Way South 22°22'00" East, A Distance Of 1892.46
Feet To The Point Of **Beginning**, Having An Area Of 9002310.89 Square Feet,
206.66 Acres more or less.

NO. 2021-771722 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX ABSTRACT & TITLE GUARANTY A 307 W BURKITT ST
SHERIDAN WY 82801-4109