

UTILITY EASEMENT

EASTSIDE INDUSTRIAL PARK, a Wyoming general partnership consisting of Seymour Thickman; J.D. Pelesky Construction Co., Inc., a Wyoming corporation; and Pilch & Sons, a Wyoming general partnership consisting of Thomas J. Pilch and Michael J. Pilch, all of Sheridan County, Wyoming, hereinafter referred to as "Grantor" and THE CITY OF SHERIDAN, WYOMING, hereinafter referred to as "Grantee".

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys to Grantee, a utility easement and right of way, across and under the following described real property, situate in Sheridan County, Wyoming, and more particularly described as follows, to-wit:

A fifteen foot (15) strip of land located in the NE1/4NW1/4 of Section 25, T56N, R84W, of the 6th P.M., Sheridan County, Wyoming, being seven and one-half feet (7.5) on each side of the following centerline being more particularly described as follows:

Beginning at a point which bears N56°35'57"W, 1254.91 feet from the CN1/16 corner of said Section, point also being S88°45'00"E, 35.50 feet from the NE corner of Lot 9, of Eastside Industrial Park One Addition to the City of Sheridan and the Northerly end of an existing easement filed in Drawer A, Plat Number 235; thence N01°15'00"E, 120.42 feet to the POINT OF TERMINUS.

Said easement granted is for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing an underground sewer line together with all appurtenances that may be necessary and convenient for the conveyance of sewage, together with the right of ingress and egress upon and across the real property of Grantor, at reasonable places and routes for the aforesaid purposes. Grantee agrees to reshape, reseed and restore all areas disturbed during construction within the easement and right of way in a workmanlike manner.

This grant of easement is binding upon the Grantor, their heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited.

In witness whereof, Grantor, has executed this utility easement this 3rd day of November, 1999.

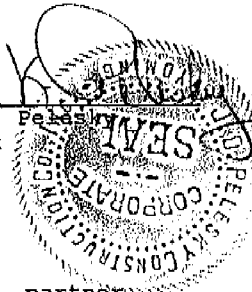
EASTSIDE INDUSTRIAL PARK, a Wyoming general partnership

J.D. Pelesky Construction Co.,
Inc., a Wyoming corporation,
partner

Seymour Thickman
Seymour Thickman, partner

Attest:

By: Gerald K. Pelesky
Gerald K. Pelesky,
President



Delores E. Pelesky
Delores E. Pelesky,
Secretary-Treasurer

Pilch & Sons, Inc., a Wyoming general partnership, partner

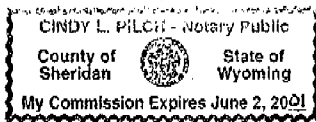
Thomas J. Pilch
Thomas J. Pilch, partner

Michael J. Pilch
Michael J. Pilch, partner

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Seymour Thickman, partner, this 2nd day of November, 1999.

Witness my hand and official seal.



Cindy L. Pilch
Notary Public

My Commission Expires 6-2-2001

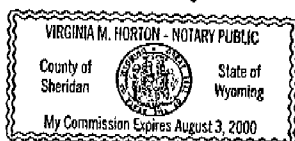
STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Thomas J. Pilch and Michael J. Pilch, partners, this 3rd day of November, 1999.

Witness my hand and official seal.

Virginia M. Horton
Notary Public

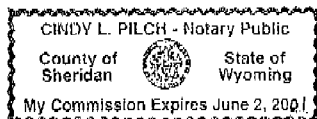
My Commission Expires August 3, 2000



STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 30th day of October, 1999, before me personally appeared Gerald K. Pelesky, to me personally known, who, being by me duly sworn, did say that he is the President of J.D. Pelesky Construction Co., Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Gerald K. Pelesky, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 30th day of October, 1999.



Cindy L. Pilch
Notary Public

My Commission Expires 6-2-2001