



WATER AND SEWER EASEMENT AGREEMENT

Seven Pillars Resources, Limited Liability Company, a Wyoming limited liability company (Grantor), for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged and confessed, hereby grants and conveys to JW, LLC, a Wyoming limited liability company, and its successors (Grantee) a private, non-exclusive water and sewer mains easement for the purpose of providing a right to survey, construct, install, inspect, operate, maintain, repair and replace such lines, subject to the following terms and conditions:

1. The easement rights granted herein shall affect that strip of land described in **Exhibit A**, attached hereto and incorporated herein (the "Easement Route"), subject, however, to Grantor's right to relocate the same hereafter, as follows.
2. Any time prior to the installation of any water and sewer main lines in the Easement Route by Grantee, Grantor from time to time shall be entitled to designate a new location for the Easement Route to accommodate Grantor's current or future building plans or Grantor's own extension of water and sewer mains. In such event, Grantee shall survey the new location of the Easement Route and take all steps, at Grantee's sole expense, to amend the water and sewer mains easement.
3. If in the future Grantor extends the main sewer and water lines from the termination points, as shown on Exhibit A, into its Property, Grantee shall have the right to connect to the lines at no cost to Grantee.
4. If Grantor's extension of the water and/or sewer line(s) is not constructed within the Easement Route, then Grantee, at its sole expense, will have the option to relocate the Easement Route to replace the location to the water and sewer main line(s), as extended, provided that the relocation of any new portion of the Easement Route which does not include the area in which the water and sewer mains lines have been extended is acceptable to Grantor, the approval of which shall not be unreasonably withheld.
5. This easement is intended to benefit and be appurtenant to the lands in the NE1/4NE1/4 of Section 11 and the NW1/4NW1/4 of Section 12, Township 55 North, Range 84 West of the 6th P.M., Sheridan County Wyoming owned by Grantee lying adjacent and south of the Easement Route more particularly described in that *Quitclaim Deed* recorded on August 18, 2008 in Book 499 at Page 120 of the Sheridan County Clerk.
6. If Grantor or Grantee fail to perform their obligations hereunder, the non-defaulting party may either require specific performance or may terminate the easement if the defaulting party fails to cure a material breach after reasonable notice.

WITNESS our hands this 17th day of April, 2013.

Seven Pillars Resources,
 Limited Liability Company

By: Susan J. Osborn
 Title: Authorized Member

JW, LLC

By: June Warren
 Title: Manager

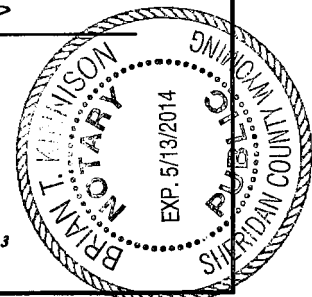
STATE OF WYOMING)
)ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 17th day of April, 2013, by Susan J. Osborn as authorized member of Seven Pillars Resources, Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 5-13-14

[Signature]
 Notary Public

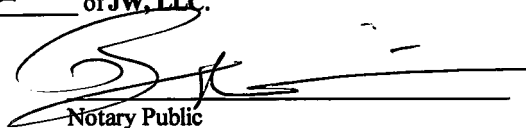




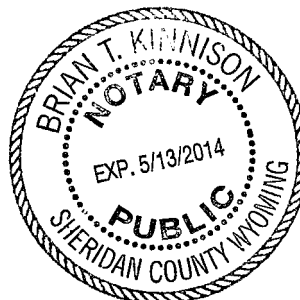
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 16th day of April, 2013, by
Jane Warner as manager of JW, LLC.

WITNESS my hand and official seal.


Notary Public

My commission expires: 5-13-14





"EXHIBIT A"

A 30 foot wide Water and Sewer Easement located in Sections 2 and 11, T55N, R84W, of the 6th P.M., Sheridan County, Wyoming, being described as follows: Commencing at the Northeast Corner of said Section 11, thence S01°53'18"E 331.41 feet to a point on the North line of a tract of land described in Book 350 of Deeds, Page 200; thence N89°30'53"W 479.72 feet, along said North line, to the Point of Beginning of the centerline of a 30 foot wide strip of land, 15 feet on each side of said centerline; thence N00°29'23"E 1568.52 feet to a point on the South line of WESCO Subdivision, as recorded in Book W of Plats, Page 50, and the point of ending of said 30 foot wide strip of land, said point of ending bears N90°00'00"E 503.61 feet, along said South line, from the Southwest Corner of said WESCO Subdivision. Described easement is 1568.52 feet, or 95.06 rods in length. This easement contains 47,056 square feet or 1.08 acres, more or less

NO. 2013-704091 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801