
EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Alice Louise Case and Dawson R. Case, as Co-Trustees of the Alice Louise Case Trust, a revocable trust dated September 27, 1996, ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey an easement of right-of-way, which right-of-way includes access for a future residential subdivision and/or dedicated public use, and for utilities, including but not limited to sewer, water, electric lines, communication lines and storm drains and pipes, over lands owned by the Grantor to, and for the benefit of SPIRIT RIDGE, LLC, a Wyoming limited liability company ("Grantee"), whose mailing address is P.O. Box 369, Buffalo, Wyoming 82834, its successors and assigns, for the benefit of the land of the GRANTEE, said easement of right-of-way crossing the lands owned by GRANTOR, said easement being more particularly described as follows:

Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming:

Section 13: The West 60.00 feet of the Southwest Quarter of the Southeast Quarter

TOGETHER WITH a temporary construction easement from GRANTOR to GRANTEE, being more particularly described as follows:

Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming:

Section 13: The East 60.00 feet of the West 120.00 feet of the South 300.00 feet of the Southwest Quarter of the Southeast Quarter.

Said temporary construction easement shall be for the purpose of ingress, egress, grading, drainage, making any necessary cuts and fills, and such other activities related to the construction of the underlying easement granted herein. This temporary construction easement shall continue in full force and effect until such time as construction of the underlying easement granted herein is completed, or two (2) years from the date this Easement Agreement is signed, whichever event comes first. All topsoil exposed within the construction easement shall be re-seeded by GRANTEE. Culverts will be installed by the GRANTEE during construction of the roadway where drainage has a natural course across the roadway. GRANTEE shall not block GRANTOR'S access to irrigation water and/or ditch supplying water to Grantor's pond.

Said easements shall benefit the lands owned by GRANTEE, being more particularly described as follows:

Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming:

Section 13: The Northeast Quarter of the Southwest Quarter

This underlying easement shall be subject to the following terms and conditions, and the parties further agree as follows:

1. Maintenance: GRANTEE shall be responsible for all construction, maintenance or any other costs associated with maintaining the easement granted herein. Unless GRANTOR uses the easement, GRANTOR shall have no responsibility of any kind or nature insofar as construction, maintenance or upkeep of this easement is concerned.
2. Gates or Fences: GRANTOR shall not construct any fences and gates or make any other improvements to this easement, other than maintenance, or otherwise inhibit or restrict traffic using the easement in any way, without the prior written consent of the GRANTOR.
3. Exclusive Easement: This easement shall be considered an exclusive easement. GRANTOR shall NOT assign or grant to any third party the right to use this easement unless said third party first agrees to and executes a Road Maintenance Agreement with GRANTEE. GRANTOR reserves the right to use the lands burdened by the easement in a manner which will not interfere with GRANTEE' S use. However, before GRANTOR uses the easement for ingress and egress to GRANTOR' s lands, GRANTOR shall first agree to and execute a Road Maintenance Agreement with GRANTEE.
4. Perpetual Nature of Easement: This easement shall be perpetual in nature, shall run with the above-described tract of land and shall inure to the benefit of, and shall be binding upon, the heirs, successors and assigns of the GRANTOR/GRANTEE with regard to said lands.
5. Waiver of Homestead: GRANTOR hereby releases and waives its right, title and interest in and to the above-described easement under the homestead exemption laws of the State of Wyoming.
7. Modification of Easement. Any modification of this easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
8. Governing Law: This easement shall be governed, construed and enforced in accordance with the laws of the State of Wyoming.
9. Enforcement of Agreement: If either party should file suit to enforce the terms and conditions of this Agreement, the party who substantially prevails, as determined by the court, shall be entitled to receive its litigation costs (the term " costs" is hereby defined as those verified costs actually incurred by the party, and not " costs" as defined by the Wyoming Rules of Civil Procedure or the Wyoming Statutes) and attorney fees from the non-prevailing party.

WITNESS our hands this 11th day of May, 2007.

Spirit Ridge, LLC

Alice Louise Case Trust, dated September 27,
1996

By: Randy Deones
Randy Deones, Managing Member

By: Alice Louise Case
Alice Louise Case, Co-Trustee

By: Dawson R. Case
Dawson R. Case, Co-Trustee

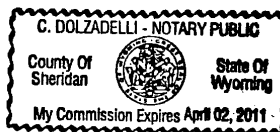
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Alice Louise Case and Dawson R. Case as Co-Trustees of the Alice Louise Case Trust, a revocable trust dated Sept. 27th, 1996, on this 7 day of May, 2007.

Witness my hand and official seal.

C. Dolzadelli
Notary Public

My commission expires:



STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Randy Deones, as Managing Member of Spirit Ridge, LLC, a Wyoming limited liability company, and as the authorized person to bind said entity in the above-stated agreement, on this 7 day of May, 2007.

Witness my hand and official seal.

C. Dolzadelli
Notary Public

My commission expires:

