

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT**Corporate Easement**

For and in good and valuable consideration, which is acknowledged by Grantor, being other than monetary consideration, the undersigned **John E. Rice and Sons, Inc., a Wyoming Corporation**, herein after referred to as the ("Grantor"), does hereby grant and convey unto **The Board of Sheridan County Commissioners, Sheridan County, Wyoming**, whose address is 224 South Main Street, Ste B-1, Sheridan, WY 82801, its successors and assigns, herein after referred to as the ("Grantee"), a perpetual non-exclusive storm sewer easement for the exclusive purpose to survey, design, construct, install, inspect, operate, maintain, repair, modify replace or remove a storm drain inlet, pipe and associated appurtenances,, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Sheridan, State of Wyoming, which Grantor owns or in which Grantor has an interest in the following described ("Easement Area"), to wit:

A strip of land (30) feet wide which is described in its entirety on Exhibit "A" and shown on Exhibit "B", which are attached hereto and by this reference made a part hereof, which said easement is situated in the SW1/4SE1/4 of Section 16, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

In the event of physical damaged caused by the Grantee's contractor to the Grantor's property, including the improvements thereon outside of the easement area being granted, the Grantee agrees to use its best efforts and the remedies available to it, to facilitate prompt resolution of issues and disputes arising out of damage which occurs to the Grantor's property on the above referenced project.

The Board of Sheridan County Commissioners does not waive any sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them pursuant to Wyoming State Statutes and any other Wyoming State Laws and regulations.

Grantor upon the attachment of the proper signature and dated, the rights conditions and provisions of this Agreement shall run with the land and shall insure to the benefit of and be binding upon the Grantor and their respective heirs, assigns, successors and representatives.

Dated this 15 day of April, 2010

ACKNOWLEDGEMENT

Attest _____
Corporate Secretary

[CORPORATE SEAL]

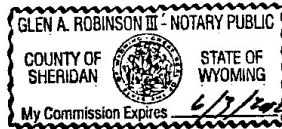
John E. Rice and Sons, Inc.
John E. Rice and Sons, Inc.

By: James Jellis
Name: _____
Title: VP

STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2010,
by JAMES JELLIS as [President, Vice President]
of JOHN E. RICE AND SONS INC., a Wyoming Corporation, on behalf of the Corporation.

[NOTARY SEAL]



Witness my hand and official seal:

My Commission Expires: 6/3/2012

Glen A. Robinson III
NOTARY PUBLIC

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EXHIBIT "A"**LEGAL DESCRIPTION**

**Re: Permanent Storm Sewer Easement
John E. Rice and Sons, Inc. to Sheridan County**

A permanent storm sewer easement being a strip of land thirty (30) feet wide, being fifteen (15) feet on each side of the following described centerline situated in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 16 (Monumented with Military Monument No. 23); thence along the South line of said Section 16 N87°25'28" E, 1004 feet, to the **POINT OF BEGINNING** of said easement;

Thence along said centerline N00°44'45"W, 90 feet to the **POINT OF TERMINUS** of said easement.

Said permanent storm sewer easement contains 7,700 square feet of land more or less.

Basis of Bearings - Wyoming Coordinate System NAD 1983, East Central Zone

EXHIBIT "B"

SW1/4SE1/4

SECTION 16

SECTION 21

1/4 16
21

N87°25'28"E
100.4'

30.0'
JOHN E. RICE & SONS, INC.
±7,700 S.F.

TR40

TR39

TR38

TR37

TR36

TR35

TR34

TR33

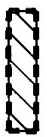
TR32

TR31

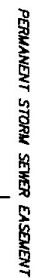
TR30

DOWNERS
ADDITION

LEGEND:



PROPERTY LINE



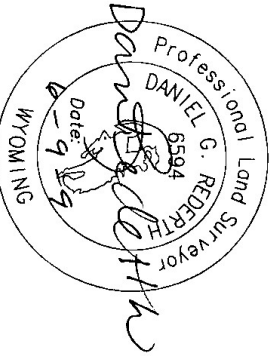
PERMANENT STORM SEWER EASEMENT

W. 17TH STREET - C.O.R.D. # 80

SURVEYOR'S CERTIFICATE

STATE OF WYOMING

I, DANIEL G. REDER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



SCALE: 1"=100'

BASIS OF BEARINGS IS THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE

DATUM: NAD 83(1993), NAD 88 (U.S. FEET)

DAF: 1.000235

DISTANCES ARE SURFACE

MAPLE AVENUE

ELM AVE.

EXHIBIT "B"

30' PERMANENT STORM SEWER EASEMENT

CLIENT: EnTech Inc. - Sheridan County Road 80 Rehabilitation Project
LOCATION: SW1/4SE1/4 Section 16, T56N, R84W
6th P.M., Sheridan County, Wyoming

RESTFELDT
SURVEYING

PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 26026
DN: 2006/2006026Downers/2006026P5SE1
JUNE 9, 2009