



CITY OF GILLETTE

Utilities

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www.gillettewy.gov

December 4, 2014

Empire Ranch
Stu Healy, Sr.
c/o Judith McCullough
116 D Road
Moorcroft, WY 82721

via Certified Mail

RE: Final Offer W.S. § 1-26-509 NOTICE

Dear Mrs. McCullough & Mr. Healy;

Pursuant to continuing discussions, I am able to revise our "Madison" pipeline offer as follows. This is a final offer pursuant to W.S. § 1-26-509(e):

- 1.) The City will purchase a 120' wide permanent waterline easement for placement of the new Madison Pipeline. The easement will be substantially in the form of the example I am enclosing and have sent electronically to Mr. Healy. The easement provides that Empire Ranch may continue to utilize the easement area for any purpose which does not materially interfere with the City's use. This now comes out to about 33.53 acres for which the City will pay \$1,000.00 per acre; (33.53 acres @ \$1,000.00 per acre) total \$33,530.00.
- 2.) The City will purchase a 40' wide temporary construction easement just east of the permanent easement. Wherever relevant, this easement shall be made subject to the obligations, operations and procedures of the permanent easement form. This comes out to about 11.27 acres for which the City will pay \$500.00 per acre, (11.27 acres @ \$500.00 per acre) total \$5,635.00.
- 3.) The City will purchase a temporary buffer area between the D-Road right of way and the permanent easement as shown on the accompanying drawing. The purpose of this zone is protection of the boundary fence for both parties. This area shall not have any piling or storage of pipe, dirt, gravel or other materials on it, however incidental presence on it by personnel or equipment shall be allowed provided the fence is not damaged. The price for this area is \$500.00 per acre. The area is approximately 7.68 acres (7.68 acres @ \$500.00 per acre) total \$3,840.00.
- 4.) Empire Ranch will allow the City to use and/or establish access points to the D-Road along the route of the Madison Pipeline where it crosses the Empire Ranch. There shall be no more than two access points per mile. They may be located at either existing roads and access points or new ones. The temporary access points shall not exceed 100' in width at the point they cross the fence, and all provisions regarding reclamation, fencing and other relevant portions of the permanent easement shall also apply to them during construction and reclamation. The City will replace or repair the fences at these locations to a condition as good as or better than the present fence. Two of these access points, one north of the ranch residence and one south, shall become permanent, gated access points for monitoring, care and maintenance of the pipeline. These points will be chosen in the City's discretion after consultation with the Grantor. The permanent access points to the main pipeline easement will be 20' wide by the most direct practical route and will be closed off at the City's expense by a sturdy, locked gate. The City and the Grantor will have the key

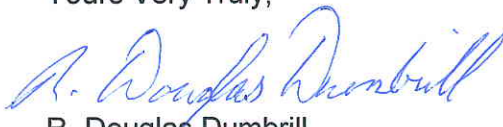
or combination to each gate. City employees shall whenever practical check in at the ranch before using these access gates. The parties will, after construction, execute appropriate documentation to memorialize this provision. For the access as described in this paragraph the City will pay \$4,500.00.

- 5.) The City will purchase a temporary staging area and bore site as shown on the enclosed map. The City will be granted immediate access to and possession of the site at the adjacent gate and will be allowed continued use of the site as may be necessary for construction uses on the Madison Project across (under) the Interstate Highway and across the Empire Ranch. This site shall be enclosed with temporary fencing at all times when in use and all relevant provisions of the permanent Empire Ranch/Madison Easement will apply to it as well. For this site the City will pay \$2,500.00 at closing.

The purchases described above result in a total purchase price of \$50,005.00. This figure may go up if actual surveys show larger areas of easements or buffer area. The figure will not go down. The transaction could close upon completion of appropriate surveys and final approval by the City Council. I have enclosed a drawing of the general areas of the easements which is incorporated in this correspondence by reference.

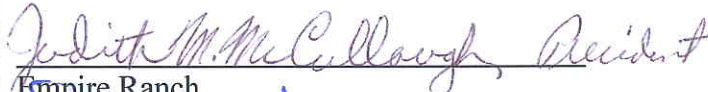
If this agreement is acceptable please sign below evidencing it and I will begin working toward Council approval and closing.

Yours Very Truly,


R. Douglas Dumbrell
Land Consultant

RDD/tlo

AGREED TO BY:


Judith M. McCullough, President
Empire Ranch


Stu Healy 12/12/14
Stu Healy Attorney for Empire Ranch

RIGHT OF WAY EASEMENT

State of Wyoming
County of Crook

This Right of Way easement ("Easement") is made, dated and effective as of _____, 2014, by and between Empire Ranch, of 116 D Road, Moorcroft, Wyoming 82721, hereinafter referred to as "Grantor" and City of Gillette, 201 East Fifth Street, Gillette, Wyoming, its representatives, agents, successors and assigns, hereinafter referred to as "Grantee". This Easement covers the following real property located in Crook County, Wyoming, as more particularly described below:

Description

[Insert survey description of Permanent]

Easement

In consideration of the mutual obligations and covenants contained in this Easement, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a "Party" and together the "Parties") hereby agree:

1. Grant of Easement

1.1 Grant.

Grantor does hereby grant, sell and convey unto Grantee a nonexclusive, right-of-way easement, with right of entry solely for the purposes of surveying, laying out, constructing, inspecting, maintaining, operating, repairing, reconstructing, maintaining or replacing, one up to 42 inch diameter water pipeline, together with all fittings, cathodic protection equipment, pipeline markers, manholes, vents, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the "Pipeline"), for the transportation of potable water on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement. Except as specifically provided herein, no new roadway shall be made across the Grantors non-easement property for access to the pipeline easement during or after construction. Wherever possible the pipeline construction easement shall be accessed by travel along the easement from public roads. Any roadway, new or existing, used by Grantee for access shall be maintained during construction and returned to original, pre-construction condition by Grantee at its expense within thirty (30) days of the end of construction of the pipeline on said property, weather permitting. The granting of this Easement shall not include the right to construct or install any pump stations, valve stations, or any above ground appurtenances except manholes and vents on the Property.

1.2 Easement Area.

The Easement Area is described above and shall be one hundred twenty (120) feet in width. A drawing of the easement is attached hereto and incorporated herein by reference as Exhibit "A".

1.3 Single Pipeline.

Grantee shall install no more than one pipeline upon or within the Easement without a further written agreement with the Grantor or its successors in interest. Grantee shall have no right to lease or sublease the Easement for any purpose, or to use the Easement for any purpose not necessary to its use as a potable water pipeline easement.

1.4 Notice of Location.

Following completion of construction, Grantee shall define the location of the Pipeline within the Easement Area by providing an "as built" survey to Grantor. Grantor's receipt of the location, of the "as built" survey of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate One Calls and any other requirements imposed by applicable statutes and to otherwise comply with the terms and conditions contained in this Easement.

1.5 Emergency Access to Pipeline.

After construction of the pipeline and reclamation are completed, Grantee shall not enter upon the Grantor's property beyond the easement boundaries without the Grantor's prior consent, except in cases of emergency. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to appropriate reclamation on/or compensation for all damages caused by the Grantee. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

Any emergency reclamation shall be accomplished by the Grantee within sixty (60) days after the end of the emergency, weather permitting.

Any repairs or compensation due to Grantor because of emergency damages will be tendered within sixty (60) days after the end of the emergency, weather permitting.

Any damages which cannot be mutually agreed by the parties shall be ascertained and determined by three disinterested arbitrators, one to be appointed by Grantor, one by Grantee, and the third by the two so appointed. The written award of said three persons shall be final and conclusive. The

Grantor shall pay for its appointed arbitrator, the Grantee for its arbitrator and the fee and expenses of the third shall be borne equally by the parties. If the two arbitrators cannot agree on a third, the third shall be appointed by a District Court Judge of the 6th Judicial District, Crook County, Wyoming.

1.6 Buffer Zone.

There is also hereby established and granted for the period of construction and reclamation of the Madison Project on the Grantor's property, a boundary buffer zone as shown and described on Exhibit "A". The purpose of this area is to preserve the fence between the Empire Ranch and the east side of the D-Road. The City agrees it will not stockpile pipe, dirt, gravel or other materials in this area and will use all good faith efforts to minimize any impacts of construction on the area. Nevertheless incidental entry by construction personnel and equipment is allowed subject to all reclamation provisions of this agreement and provided the existing fence is not disturbed or damaged.

It is also understood that trucks for pipe and material delivery will have to cross the existing fence at some locations along the pipeline construction. These crossings shall be limited to no more than two per mile with a maximum 100' width. The original fence at each location will be replaced with a new fence section which shall be approved by the Grantor as being equal to or better than the existing fence and matching it in type, and quality, and construction. Two of these access points, one north of the ranch residence and one south, shall become permanent, gated access points for monitoring, care and maintenance of the pipeline. These points will be chosen in the City's discretion after consultation with the Grantor. The permanent access to the main pipeline easement will be 20' wide by the most direct practical route and will be closed off from the public road at the City's expense by a sturdy, locked gate. The City and the Grantor will have the key or combination to each gate. City employees shall whenever practical check in at the ranch before using the access gates. The parties will, after construction, execute appropriate documentation to memorialize this provision.

1.7 Temporary Fencing

The Grantee will provide appropriate and effective, temporary fencing for the easement during construction and reclamation to protect livestock and early reclamation. If the Grantor requests it after construction Grantee will spool and pile the removed temporary fencing materials at a reasonable location which the Grantor designates and the materials shall become the property of Grantor.

2. Grantor's Reserved Rights.

2.1 Grantor's Rights.

Grantor reserves for itself, its successors, heirs and assigns, the right to use the Property for any purpose, provided such use does not materially interfere with, or prevent the exercise by, Grantee of its use or rights or create an actual or

potential hazard to the Pipeline or its operation or appurtenances. Grantee shall have the right to remove, cut and keep clear all trees, brush and other obstruction, including installations and structures, within the Easement Area that may injure, endanger or interfere with the construction, operations, inspection, maintenance or repair of Pipeline. Grantor's use can include but is not limited to: agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling for and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property, in accordance with all applicable laws and regulations in any way related to the Pipeline. Any fence placed by Grantor across the easement shall include at least a wire gate at the easement location for use by the Grantee. If the gate is to be locked a key or combination shall be promptly provided to Grantee.

Any existing structures and improvements located on the Property as of the Effective Date of this Easement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's use of the Easement. Grantor agrees not to build or construct, nor permit to be built, created or constructed, any permanent structure, except fences, corrals or windbreaks over said Easement area.

a) Grantee hereby grants permission to Grantor to cross the Easement Area and Pipeline at any time with equipment necessary to carry out normal business on the Property. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow reasonable crossings of the Easement Area by livestock and agricultural equipment, during and after construction.

b) Grantor shall have the right to cross the Easement Area with fences and roads provided that: Grantor complies with all Wyoming One-Call requirements; cover is not removed from over top of the Pipeline; and, any fence posts are installed at least five feet (5') from the centerline of the Pipeline.

c) Grantor shall have the right to cross the Easement area with water lines, gas lines, and other utility lines, provided that any cover removed from over the top of the Pipeline shall be promptly replaced following construction of any and all Other Lines. Any lines of Grantor's across or along the Pipeline shall be installed and maintained in

accordance with any applicable governmental regulations including any regulations related to the Pipeline.

3. Liability for Improvements.

Grantor shall have no liability for any costs or expenses incurred by Grantee in connection with the, testing, construction, operation, repair, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Easement Area by Grantee. The rights granted to Grantee here shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee, except damage to construction equipment or improvements of the Grantee which is actually caused by the Grantor.

4. Grantee's Obligations.

4.1 Construction Liens.

Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished to Grantee or Grantee's contractor in connection with Grantee's use of the Property; provided, however, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences. Both parties shall give the other immediate notice of any claims or liens which could affect the easement property.

4.2 Compensation and indemnity

Grantee shall promptly and reasonably compensate Grantor for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines, roads or any other damages to the Property, personal property or livestock caused by or resulting from Grantee's actions, use or occupancy of the Easement and/or Temporary Work Space. This includes damages due to surveying, installation, construction, operation, location, use, testing, repair, maintenance, abandonment, or removal of the Pipeline. The Grantor acknowledges that the compensation to be received in return for this easement and any associated Madison Project easements satisfies this paragraph as to the losses or damages ordinarily occasioned by the reasonably anticipated uses by of the easements granted.

Grantee will use reasonable care and will exert good faith efforts to minimize disruption or interference with the livestock and ranching operations conducted by Grantor upon the property. Notwithstanding other provisions contained herein, livestock killed as a result of Grantee's operations shall be paid for at the higher of current replacement costs or current market value. Grantee shall pay any veterinarian costs for livestock injured as a result of its operations.

Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor, from

and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind arising from, out of, or as a result of any construction or operation activities, actions or use or occupancy of Grantee, its agents, contractors' subcontractors, consultants, or any other person or entity acting through or under them or any of them, including but not limited to negligent, intentional, willful, or wanton actions related to the rights related to the use or occupancy herein granted. In the event the Grantor shall prevail in a court proceeding to enforce this Section 4.2 to establish the right to indemnity, Grantee shall then reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity.

4.3 Construction and Reclamation.

Upon completion of any surface disturbance of the above described land due to Grantee's construction, operation, maintenance, repair, replacement, removal of the pipeline, or other activity, Grantee will restore the surface of the property to its original contour and condition as nearly as practicable. Grantee shall remove all debris, pick up rocks 4" or greater brought to the surface, replace top soil to as near preconstruction condition as possible, compact trench, cultivate, and reseed and reestablish the disturbed area back to as near original pre-construction condition as possible. Reclamation and clean-up along the Easement Area and Temporary Work Space shall be accomplished in a timely manner weather permitting. Seed mixture used for restoration shall be approved by Grantor and shall be "certified". Any top soil of mulch/straw used for reclamation shall be certified weed free or to the satisfaction of Grantor. All reclamation obligations, as set forth here, are the obligation of Grantee.

Should initial reclamation not be successfully completed within 18 months of the completion of the construction, Grantee shall pay Grantor for loss of use or actual damages, until reclamation has been successfully completed. As an alternative Grantor may elect to receive payment in advance, for 3 years of, loss of use of pasture grass or crop damages.

Reclamation and clean-up shall include the control of weeds, during survey, construction, operation, repair, reclamation, maintenance, and use of said easement for the duration of this agreement or removal of the Pipeline. Weed control shall be accomplished in a timely manner by a commercial, certified sprayer at the Grantee's expense. Grantor shall promptly notify Grantee of any observed weed problem on the easement.

Grantee shall not permit any of its employees or contractors to bring dogs or other animals, firearms, weapons, alcoholic beverages or illegal drugs onto Grantor's Property or conduct illegal activities or prospect for fossils or antiquities on Grantor's Property.

If Grantor's fence is cut during construction, posts will be installed to brace the areas on either side of the cut. Temporary or permanent gates and fencing will be installed, as

necessary. Grantee shall immediately repair or replace existing fences to Grantor's satisfaction following the construction, operation, inspection, repair, maintenance, or removal of pipeline, weather permitting.

Grantee shall not use well, reservoir or developed spring water that is used for domestic or livestock water supply present on Grantor's Property in its operations without Grantor's written permission.

Disposal of Merchantable Timber – If During Construction any merchantable timber is harvested Grantor will retain ownership. Grantor shall provide a location outside of the easement area to stockpile said timber in close proximity to the location of harvesting such that trucking of the timber will not be required nor interfere with the pipeline construction. Grantor shall not delay Grantee's construction activities, nor cause Grantee any additional cost or expense.

4.4 Hazardous Material.

Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules or regulations, whether now existing or enacted in the future. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protections or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated toxic or hazardous substances into the environment (including without limitation, ambient air, surface water, ground water or land or soil. Grantee's obligations under this Section shall survive the expiration or termination of this Easement. Grantor will not be held liable or responsible for any hazardous materials associated with the Pipeline.

4.5 Waterlines and Non-Transmission Utility Lines.

If the Pipeline crosses a waterline, gas line, and/or non-transmission utility lines, Grantee shall, at its expense, ensure that each line's depth is maintained and protected in a manner that complies with regulatory requirements and good operating practices and is acceptable to the Grantor. If waterlines are interrupted, Grantee at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If such damage occurred, damaged lines shall be removed and replaced with new lines or appropriately repaired at Grantee's expense. If relocation of a waterline, gas line and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location.

Grantor shall assist in locating any known water lines, gas lines and/or non-transmission utility lines not currently in the Wyoming One-Call system.

4.6 Notice to Grantor of Suits and Actions.

Grantee agrees to promptly notify Grantor of any and all known pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature brought against Grantee which involves this Easement or Easement Area of which Grantee is aware, but only to the extent that Grantee is legally authorized to divulge such information.

4.7 Cultural, Archeological or Paleontological Resources.

Grantee acknowledges that any cultural, archeological, and paleontological resources discovered on the property are not the property of the Grantee.

5. Assignment.

5.1 Assignment by Grantor.

Grantor, as used herein, shall mean Grantor together with its agents, heirs, executors, personal representatives, successors and assigns.

5.2 Assignment by Grantee.

The rights granted hereby to Grantee may be assigned freely by Grantee to a bonafied assignee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within thirty (30) days. Any such assignment, conveyance, transfer, lease, or sublease of the Agreement shall be made subject to the continuing surety obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations. Grantee shall provide Grantor a notice by letter to the address stated above or other address designated by Grantor in writing of any assignments by Grantee identifying the name and address of the party to whom the assignment is made. Likewise Grantor shall give the Grantee written notice of any change in ownership of the fee interest underlying any part of the easement.

6. Termination and Removal.

6.1 Removal.

Upon the abandonment or surrender of the rights and privileges provided for in this Easement, Grantee shall, as soon as practicable or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Easement Area all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee on this Pipeline (b) leave the surface of the Easement Area free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

6.2 Release of Easement.

Upon the abandonment or surrender of the rights provided for in this Easement, Grantee shall, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successors in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein, Grantee shall provide notice thereof to Grantor, and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement at no cost to Grantor.

6.3 Abandonment of Pipeline.

Abandonment of the Pipeline and the Easement shall occur if Grantee ceases to operate, protect, or maintain the Pipeline for the transportation of potable water for a period of fifteen (15) consecutive years. Abandonment of the Pipeline shall not under any circumstances entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Abandonment may also occur by Grantee notifying Grantor or its successors in interest of its intent to abandon the Pipeline. Upon abandonment of the Pipeline, Grantee shall abandon the Pipeline in accordance with any applicable regulations and laws. Grantee shall, within six months after abandonment, file with the Register of Deeds Office a release of all Grantee's rights, title, and interest in and to the property described in this Easement at no cost to Grantor. The indemnity provisions hereof shall survive the expiration or termination of this Easement and shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy and shall inure to the benefit of Grantor and any successor or assignee of Grantor and shall be binding upon Grantee, its successors and assigns. Abandonment shall not absolve Grantee of obligation and liability of the Pipeline for any residual hazardous materials either inside or outside the Pipeline.

7. Grantee's Liability.

7.1 Liability.

Grantee will pay for the costs of remediating any damages or losses caused by any leaks, spills or releases resulting from the construction, operation, removal or abandonment of the Pipeline. Grantee reserves the right to seek reimbursement or indemnity from any person or entity whose actions contributed to leak, spill or release, provided, however, Grantee's claims against Grantor for reimbursement or indemnity shall be limited to leaks, spills or releases caused by the actions of the Grantor, Grantor's representatives, agents, contractors, employees, or invitees.

7.2 Indemnity.

Grantee shall defend, indemnify and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney fees actually incurred by Grantor, from and against any third party claims, actions, lawsuits, fines, injuries, or damages of any kind arising out of the construction, operation, removal or abandonment of the Pipeline. This indemnity will not extend to any claims, actions, lawsuits, fines, injuries, damages or liabilities caused by the actions of Grantor or Grantor's representatives, agents, contractors, employees, or invitees. Grantor will give Grantee written notice of any claims or any occurrence that Grantor believes may give rise to claim of the type

described herein within twenty (20) days of receipt of the claim or the date of the occurrence.

7.3 Survival.

The indemnity provisions of this agreement shall survive the abandonment, assignment, or termination of the Easement.

8. All Applicable Regulations.

On this Easement Grantee and Grantor shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future.

To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Easement, or conflict with the terms of this Easement, such laws, rules, regulations and/or permits shall control with regard to the agency or entity which promulgated them. Nothing herein constitutes a waiver of Grantor's existing rights and protections under any applicable permit, law, or regulation, now in force.

9. Miscellaneous.

9.1 Contact Information.

Before, during, and after construction, Grantee will provide Grantor with a contact number for Grantor to use to direct questions about the pipeline including its construction and operation.

9.2 Notice.

All notices or other communications required or permitted in this Easement shall, unless otherwise provided, be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

Grantor: Empire Ranch of 116 D Road, Moorcroft, Wyoming 82721

Grantee: City of Gillette, P.O. Box 3003, Gillette, Wyoming 82717

Notice personally delivered shall be deemed given the day so delivered. Notice by registered or certified mail shall be deemed given on the fifth business day following the postmarked date. Any Party may change its address for purposes of the subsection by giving written notice of such change to the Party in the manner provided herein.

9.3 Entire Agreement.

Except to the extent otherwise provided here, this Easement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Easement may not be abrogated,

modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration, course of conduct or absence of a response to a unilateral communication), shall be binding on either Party.

Contemporaneously with this agreement the Grantor has executed and delivered a "Temporary Construction Easement." (Ex "B"). The parties agree that all relevant rights, obligations, operations, and procedures set forth herein shall also be deemed applicable to that easement as if fully set forth therein. All relevant rights, obligations, operations and procedures set forth herein shall also be deemed applicable to the buffer zone and access points as they are identified herein.

9.4 Force Majeure.

If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the durations of such prevention, restriction, or interference. Grantee and Grantor shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and which in any case, where with the exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by exercise of due diligence, it is unable to overcome. The term "force majeure" as employed herein shall also mean any cause or event not within the reasonable control of the parties, including but not limited to freezing weather, snow, storms, fire, flood, windstorm, or other acts of God, strike or other industrial disturbances, wars, insurrections, acts of terror, acts of vandalism, civil disturbances, and riots, shortage of and inability to obtain materials. Settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and the above-mentioned requirement that any force majeure should be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having difficulty.

9.5 Governing Law.

This Easement shall be governed by the laws of the State of Wyoming, and the venue of any action brought concerning the interpretation or enforcement of this Easement shall be proper in the District Court of the Sixth Judicial District, Crook County, Wyoming.

9.6 Default.

In the event of default hereunder by either Party, non-defaulting party shall provide the defaulting party written notice of the alleged default and the defaulting party shall have. Sixty (60) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure, defaulting party is

still in default, non-defaulting party may choose to pursue its legal remedies under this easement. The terms of this easement or any agreement related to it shall never be enforceable by forfeiture or repossession by the Grantor or self help interference with the flow of potable water in the pipeline or by any lien or equitable remedy of any kind which enjoins or interferes with the public use of the pipeline or interrupts or suspends its service to the public. The Grantee waives no other action in this regard whatsoever including seeking redress through the criminal justice system.

9.7 No Waiver.

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under this Easement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement. No waiver of any right under this Easement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Easement. Specifically, the City of Gillette does not hereby waive any right, procedure or condition precedent required by the Governmental Claims Act of the State of Wyoming as to any person or entity not a party to this agreement.

9.8 Interpretation

The Parties agree that the terms and provisions of this Easement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against either Party.

9.9 Invalidity.

If any provision herein is invalid, it shall be considered deleted from this Easement and shall not invalidate the remaining provisions of this Easement.

9.10 Warranty.

Each of the Parties warrants to the other that the person or persons executing this Easement on behalf of such Party has the full right, power and authority to enter into and execute this Easement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Easement. This easement shall become effective upon its execution by the Mayor of the City of Gillette after City Council proceedings required by law.

9.11 Consent in Writing.

Unless expressly provided otherwise in the Easement, wherever the Easement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing whenever practicable and will not be unreasonably withheld, conditioned, delayed or denied.

9.12 Cooperation.

The Parties agree to reasonably cooperate with each other in the implementation and performance of this Easement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Easement.

9.13 **Terms.**

The terms, conditions, and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

This Easement is made and executed on this _____ day of _____, 2014.

GRANTOR: EMPIRE RANCH

BY: _____

Title: _____
of Empire Ranch

STATE OF WYOMING)
) ss.
COUNTY OF CROOK)

The above and foregoing instrument was acknowledged before me by _____, the _____ of Empire Ranch this _____ day of _____, 2014, who states that their signature hereto is the free and voluntary act of Empire Ranch.

GRANTEE: City of Gillette

BY:

, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by _____, Mayor of the City of Gillette, and Karlene Abelseth, City Clerk of the City of Gillette this _____ day of _____ 2014.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Legal Description – Permanent Easement
5068-09 Empire Ranch, Inc.
March 10, 2015

A permanent easement located in the E1/2 of Section 26, the W1/2 of Section 25, the W1/2W1/2 of Section 24 and the S1/2SW1/4 of Section 13, T50N, R68W of the 6th P.M., Crook County, Wyoming, as recorded in Book 133 of Photos, Page 596 of the Crook County Clerks records, being encompassed by the following descriptions:

WESTERLY LIMITS

Commencing at the south quarter corner of said Section 26, being monumented by a 1965 brass cap stamped LS 366;

Thence N36°54'15"E, 811.26 feet to a point on an existing fence and being the point of beginning of the westerly limits of said easement;

Thence along said westerly limits, N39°06'36"E, 1378.51 feet to an angle point;

Thence continuing along said westerly limits, N39°03'53"E, 217.47 feet to an angle point;

Thence continuing along said westerly limits, S87°18'31"E, 28.23 feet to an angle point;

Thence continuing along said westerly limits, N41°10'05"E, 27.05 feet to an angle point;

Thence continuing along said westerly limits, N09°07'49"W, 23.65 feet to an angle point;

Thence continuing along said westerly limits, N45°28'27"E, 447.89 feet to an angle point;

Thence continuing along said westerly limits, N45°23'17"E, 465.33 feet to an angle point;

Thence continuing along said westerly limits, N34°06'35"E, 274.65 feet to an angle point, from which the east quarter corner of aforementioned Section 26 lies S70°37'09"E, 346.02 feet, monumented by a bare rebar;

Thence continuing along said westerly limits, N34°11'28"E, 245.95 feet to an angle point;

Thence continuing along said westerly limits, N30°01'04"E, 244.83 feet to an angle point;

Thence continuing along said westerly limits, N24°23'47"E, 173.36 feet to an angle point;

Thence continuing along said westerly limits, N58°17'05"E, 16.92 feet to an angle point;

Thence continuing along said westerly limits, N01°05'15"E, 631.43 feet to an angle point;

Thence continuing along said westerly limits, N01°01'45"E, 750.02 feet to an angle point;

Thence continuing along said westerly limits, N01°04'34"E, 499.43 feet to an angle point;

Thence continuing along said westerly limits, N00°09'04"E, 197.87 feet to an angle point;

Thence continuing along said westerly limits, N00°51'04"E, 226.18 feet to an angle point;

Thence continuing along said westerly limits, N00°32'36"E, 217.27 feet to an angle point;

Thence continuing along said westerly limits, N53°43'06"E, 23.36 feet to an angle point;

Thence continuing along said westerly limits, N00°29'47"E, 30.69 feet to an angle point;

Thence continuing along said westerly limits, N51°45'14"W, 23.21 feet to an angle point;

Thence continuing along said westerly limits, N01°45'17"E, 391.74 feet to an angle point;

Thence continuing along said westerly limits, N04°49'05"E, 94.47 feet to an angle point;

Thence continuing along said westerly limits, N10°07'14"E, 285.35 feet to an angle point;

Thence continuing along said westerly limits, N19°30'49"E, 486.31 feet to an angle point;

Thence continuing along said westerly limits, N06°49'43"E, 125.39 feet to an angle point;

Thence continuing along said westerly limits, N06°20'01"E, 210.13 feet to an angle point;

Thence continuing along said westerly limits, N02°26'33"W, 444.07 feet to an angle point, from which the west quarter corner of aforementioned Section 24 lies N85°06'06"W, 344.49 feet, monumented by a 1982 aluminum cap stamped PELS 519;

Thence continuing along said westerly limits, N00°47'18"E, 72.06 feet to an angle point;

Thence continuing along said westerly limits, N08°02'05"W, 429.39 feet to an angle point;

Thence continuing along said westerly limits, N07°00'40"W, 182.80 feet to an angle point;

Thence continuing along said westerly limits, N00°28'01"E, 42.03 feet to an angle point;

Thence continuing along said westerly limits, N00°46'45"W, 209.80 feet to an angle point;

Thence continuing along said westerly limits, N60°15'46"E, 6.61 feet to an angle point;

Thence continuing along said westerly limits, N05°58'14"E, 288.11 feet to an angle point;

Thence continuing along said westerly limits, N32°06'31"W, 34.90 feet to an angle point;

Thence continuing along said westerly limits, N21°57'31"E, 8.18 feet to an angle point;

Thence continuing along said westerly limits, N65°55'54"E, 21.77 feet to an angle point;

Thence continuing along said westerly limits, N05°39'34"E, 179.06 feet to an angle point;

Thence continuing along said westerly limits, N48°18'34"W, 13.47 feet to an angle point;

Thence continuing along said westerly limits, N05°00'08"E, 1154.00 feet to an angle point, from which the southwest corner of aforementioned Section 13 lies N79°11'59"W, 440.04 feet, monumented by a 1987 BLM brass cap;

Thence continuing along said westerly limits, N05°00'18"E, 524.09 feet to an angle point;

Thence continuing along said westerly limits, N05°13'40"E, 255.20 feet to an angle point;

Thence continuing along said westerly limits, N04°50'07"E, 519.98 feet to an angle point;

Thence continuing along said westerly limits, N04°53'12"E, 126.28 feet to north line of aforementioned S1/2SW1/4 of Section 13 and being the point of termination of said westerly limits, from which the west quarter corner of said Section 13 lies N23°42'10"W, 1439.07 feet, monumented by a 1987 BLM brass cap.

EASTERLY LIMITS

Commencing at the southeast corner of said Section 26, being monumented by a 1965 brass cap stamped LS 366;

Thence N74°20'28"W, 2148.10 feet to a point on an existing fence and being the point of beginning of said easterly limits;

Thence along said easterly limits, N39°06'35"E, 1492.33 feet to an angle point;

Thence continuing along said easterly limits, N43°11'48"E, 168.87 feet to an angle point;

Thence continuing along said easterly limits, N45°26'04"E, 862.96 feet to an angle point;

Thence continuing along said easterly limits, N34°16'04"E, 91.70 feet to an angle point, from which the east quarter corner of aforementioned Section 26 lies N71°15'19"E, 355.11 feet, monumented by a bare rebar;

Thence continuing along said easterly limits, N34°07'37"E, 445.23 feet to an angle point;

Thence continuing along said easterly limits, N29°34'56"E, 417.21 feet to an angle point;

Thence continuing along said easterly limits, N05°41'44"E, 244.13 feet to an angle point;

Thence continuing along said easterly limits, N01°01'08"E, 703.47 feet to an angle point;

Thence continuing along said easterly limits, N01°03'56"E, 763.16 feet to an angle point;

Thence continuing along said easterly limits, N00°43'47"E, 673.62 feet to an angle point;

Thence continuing along said easterly limits, N00°49'22"E, 334.38 feet to an angle point;

Thence continuing along said easterly limits, N01°44'33"E, 328.14 feet to an angle point;

Thence continuing along said easterly limits, N04°49'05"E, 85.36 feet to an angle point;

Thence continuing along said easterly limits, N10°07'11"E, 270.31 feet to an angle point;

Thence continuing along said easterly limits, N19°30'38"E, 489.77 feet to an angle point;

Thence continuing along said easterly limits, N06°31'32"E, 358.89 feet to an angle point;

Thence continuing along said easterly limits, N02°26'20"W, 450.17 feet to an angle point;

Thence continuing along said easterly limits, N00°47'18"E, 77.73 feet to an angle point, from which the west quarter corner of aforementioned Section 24 lies S83°50'02"W, 467.04 feet, monumented by a 1982 aluminum cap stamped PELS 519;

Thence continuing along said easterly limits, N07°44'33"W, 611.52 feet to an angle point;

Thence continuing along said easterly limits, N00°33'12"W, 195.83 feet to an angle point;

Thence continuing along said easterly limits, N05°56'39"E, 370.19 feet to an angle point;

Thence continuing along said easterly limits, N03°04'06"E, 253.72 feet to an angle point;

Thence continuing along said easterly limits, N04°59'56"E, 1617.70 feet to an angle point, from which the southwest corner of aforementioned Section 13 lies S54°19'35"W, 735.51 feet, monumented by a 1987 BLM brass cap;

Thence continuing along said easterly limits, N04°57'09"E, 914.35 feet to north line of aforementioned S1/2SW1/4 of Section 13 and being the point of termination of said easterly limits, from which the west quarter corner of said Section 13 lies N27°59'14"W, 1489.77 feet, monumented by a 1987 BLM brass cap.

The sidelines of said permanent easement are to be shortened or extended to prevent gaps and overlaps.

Said permanent easement contains 33.58 acres more or less.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A-1"- "A-3" is Wyoming State Plane Grid, NAD83, East Zone (4901).

Legal Description - Buffer Zone
5068-09 Empire Ranch, Inc.
March 10, 2015

A 10 foot wide buffer zone located in the E1/2 of Section 26, the W1/2 of Section 25, the W1/2W1/2 of Section 24 and the S1/2SW1/4 of Section 13, T50N, R68W of the 6th P.M., Crook County, Wyoming, as recorded in Book 133 of Photos, Page 596 of the Crook County Clerks records, the westerly limits being an existing fence line and the easterly limits being described as follows:

Commencing at the south quarter corner of said Section 26, being monumented by a 1965 brass cap stamped LS 366;

Thence N36°54'15"E, 811.26 feet to a point on an existing fence and being the point of beginning;

Thence along aforementioned easterly limits, N39°06'36"E, 1378.51 feet to an angle point;

Thence continuing along said easterly limits, N39°03'53"E, 217.47 feet to an angle point;

Thence continuing along said easterly limits, S87°18'31"E, 28.23 feet to an angle point;

Thence continuing along said easterly limits, N41°10'05"E, 27.05 feet to an angle point;

Thence continuing along said easterly limits, N09°07'49"W, 23.65 feet to an angle point;

Thence continuing along said easterly limits, N45°28'27"E, 447.89 feet to an angle point;

Thence continuing along said easterly limits, N45°23'17"E, 465.33 feet to an angle point;

Thence continuing along said easterly limits, N34°06'35"E, 274.65 feet to an angle point, from which the east quarter corner of aforementioned Section 26 lies S70°37'09"E, 346.02 feet, monumented by a bare rebar;

Thence continuing along said easterly limits, N34°11'28"E, 245.95 feet to an angle point;

Thence continuing along said easterly limits, N30°01'04"E, 244.83 feet to an angle point;

Thence continuing along said easterly limits, N24°23'47"E, 173.36 feet to an angle point;

Thence continuing along said easterly limits, N58°17'05"E, 16.92 feet to an angle point;

Thence continuing along said easterly limits, N01°05'15"E, 631.43 feet to an angle point;

Thence continuing along said easterly limits, N01°01'45"E, 750.02 feet to an angle point;

Thence continuing along said easterly limits, N01°04'34"E, 499.43 feet to an angle point;

Thence continuing along said easterly limits, N00°09'04"E, 197.87 feet to an angle point;

Thence continuing along said easterly limits, N00°51'04"E, 226.18 feet to an angle point;

Thence continuing along said easterly limits, N00°32'36"E, 217.27 feet to an angle point;

Thence continuing along said easterly limits, N53°43'06"E, 23.36 feet to an angle point;

Thence continuing along said easterly limits, N00°29'47"E, 30.69 feet to an angle point;

Thence continuing along said easterly limits, N51°45'14"W, 23.21 feet to an angle point;

Thence continuing along said easterly limits, N01°45'17"E, 391.74 feet to an angle point;

Thence continuing along said easterly limits, N04°49'05"E, 94.47 feet to an angle point;

Thence continuing along said easterly limits, N10°07'14"E, 285.35 feet to an angle point;

Thence continuing along said easterly limits, N19°30'49"E, 486.31 feet to an angle point;

Thence continuing along said easterly limits, N06°49'43"E, 125.39 feet to an angle point;

Thence continuing along said easterly limits, N06°20'01"E, 210.13 feet to an angle point;

Thence continuing along said easterly limits, N02°26'33"W, 444.07 feet to an angle point, from which the west quarter corner of aforementioned Section 24 lies N85°06'06"W, 344.49 feet, monumented by a 1982 aluminum cap stamped PELS 519;

Thence continuing along said easterly limits, N00°47'18"E, 72.06 feet to an angle point;

Thence continuing along said easterly limits, N08°02'05"W, 429.39 feet to an angle point;

Thence continuing along said easterly limits, N07°00'40"W, 182.80 feet to an angle point;

Thence continuing along said easterly limits, N00°28'01"E, 42.03 feet to an angle point;

Thence continuing along said easterly limits, N00°46'45"W, 209.80 feet to an angle point;

Thence continuing along said easterly limits, N60°15'46"E, 6.61 feet to an angle point;

Thence continuing along said easterly limits, N05°58'14"E, 288.11 feet to an angle point;

Thence continuing along said easterly limits, N32°06'31"W, 34.90 feet to an angle point;

Thence continuing along said easterly limits, N21°57'31"E, 8.18 feet to an angle point;

Thence continuing along said easterly limits, N65°55'54"E, 21.77 feet to an angle point;

Thence continuing along said easterly limits, N05°39'34"E, 179.06 feet to an angle point;

Thence continuing along said easterly limits, N48°18'34"W, 13.47 feet to an angle point;

Thence continuing along said easterly limits, N05°00'08"E, 1154.00 feet to an angle point, from which the southwest corner of aforementioned Section 13 lies N79°11'59"W, 440.04 feet, monumented by a 1987 BLM brass cap;

Thence continuing along said easterly limits, N05°00'18"E, 524.09 feet to an angle point;

Thence continuing along said easterly limits, N05°13'40"E, 255.20 feet to an angle point;

Thence continuing along said easterly limits, N04°50'07"E, 519.98 feet to an angle point;

Thence continuing along said easterly limits, N04°53'12"E, 126.28 feet to the north line of aforementioned S1/2SW1/4 of Section 13 and being the point of termination of said easterly limits, from which the west quarter corner of said Section 13 lies N23°42'10"W, 1439.07 feet, monumented by a 1987 BLM brass cap.

The sidelines of said temporary easement are to be shortened or extended to prevent gaps and overlaps.

Said buffer zone contains 2.81 acres more or less.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A-1"- "A-3" is Wyoming State Plane Grid, NAD83, East Zone (4901).

Legal Description – Temporary Construction Easement
5068-09 Empire Ranch, Inc.
March 10, 2015

A 40 foot wide temporary construction easement located in the E1/2 of Section 26, the W1/2 of Section 25, the W1/2W1/2 of Section 24 and the S1/2SW1/4 of Section 13, T50N, R68W of the 6th P.M., Crook County, Wyoming, as recorded in Book 133 of Photos, Page 596 of the Crook County Clerks records, the westerly limits being described as follows:

Commencing at the southeast corner of said Section 26, being monumented by a 1965 brass cap stamped LS 366;

Thence N74°20'28"W, 2148.10 feet to a point on an existing fence and being the point of beginning;

Thence along aforementioned westerly limits, N39°06'35"E, 1492.33 feet to an angle point;

Thence continuing along said westerly limits, N43°11'48"E, 168.87 feet to an angle point;

Thence continuing along said westerly limits, N45°26'04"E, 862.96 feet to an angle point;

Thence continuing along said westerly limits, N34°16'04"E, 91.70 feet to an angle point, from which the east quarter corner of aforementioned Section 26 lies N71°15'19"E, 355.11 feet, monumented by a bare rebar;

Thence continuing along said westerly limits, N34°07'37"E, 445.23 feet to an angle point;

Thence continuing along said westerly limits, N29°34'56"E, 417.21 feet to an angle point;

Thence continuing along said westerly limits, N05°41'44"E, 244.13 feet to an angle point;

Thence continuing along said westerly limits, N01°01'08"E, 703.47 feet to an angle point;

Thence continuing along said westerly limits, N01°03'56"E, 763.16 feet to an angle point;

Thence continuing along said westerly limits, N00°43'47"E, 673.62 feet to an angle point;

Thence continuing along said westerly limits, N00°49'22"E, 334.38 feet to an angle point;

Thence continuing along said westerly limits, N01°44'33"E, 328.14 feet to an angle point;

Thence continuing along said westerly limits, N04°49'05"E, 85.36 feet to an angle point;

Thence continuing along said westerly limits, N10°07'11"E, 270.31 feet to an angle point;

Thence continuing along said westerly limits, N19°30'38"E, 489.77 feet to an angle point;

Thence continuing along said westerly limits, N06°31'32"E, 358.89 feet to an angle point;

Thence continuing along said westerly limits, N02°26'20"W, 450.17 feet to an angle point;

Thence continuing along said westerly limits, N00°47'18"E, 77.73 feet to an angle point, from which the west quarter corner of aforementioned Section 24 lies S83°50'02"W, 467.04 feet, monumented by a 1982 aluminum cap stamped PELS 519;

Thence continuing along said westerly limits, N07°44'33"W, 611.52 feet to an angle point;

Thence continuing along said westerly limits, N00°33'12"W, 195.83 feet to an angle point;

Thence continuing along said westerly limits, N05°56'39"E, 370.19 feet to an angle point;

Thence continuing along said westerly limits, N03°04'06"E, 253.72 feet to an angle point;

Thence continuing along said westerly limits, N04°59'56"E, 1617.70 feet to an angle point, from which the southwest corner of aforementioned Section 13 lies S54°19'35"W, 735.51 feet, monumented by a 1987 BLM brass cap;

Thence continuing along said westerly limits, N04°57'09"E, 914.35 feet to the north line of aforementioned S1/2SW1/4 of Section 13 and being the point of termination of said westerly limits, from which the west quarter corner of said Section 13 lies N27°59'14"W, 1489.77 feet, monumented by a 1987 BLM brass cap.

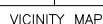
The sidelines of said temporary easement are to be shortened or extended to prevent gaps and overlaps.

Said temporary construction easement contains 11.23 acres more or less.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "A-1"- "A-3" is Wyoming State Plane Grid, NAD83, East Zone (4901).

AN EASEMENT LOCATED IN A PORTION OF THE E1/2 OF SECTION 26, THE
W1/2 SECTION 25, THE W1/2W1/2 OF SECTION 24 AND THE S1/2SW1/4
OF SECTION 13, T50N, R68W OF THE 6TH P.M.
CROOK COUNTY, WYOMING



 SECTION LINE
 QUARTER SECTION LINE
 EXISTING FENCE
 BUFFER ZONE
 PERMANENT EASEMENT
 CONSTRUCTION EASEMENT
 FOUND SECTION CORNER
1965 BRASS CAP LS 366
 FOUND QUARTER CORNER

DATE: 03/10/15
PROJECT NUMBER: 103405.00
GRANTOR: EMPIRE RANCH, INC.

BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4901)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND

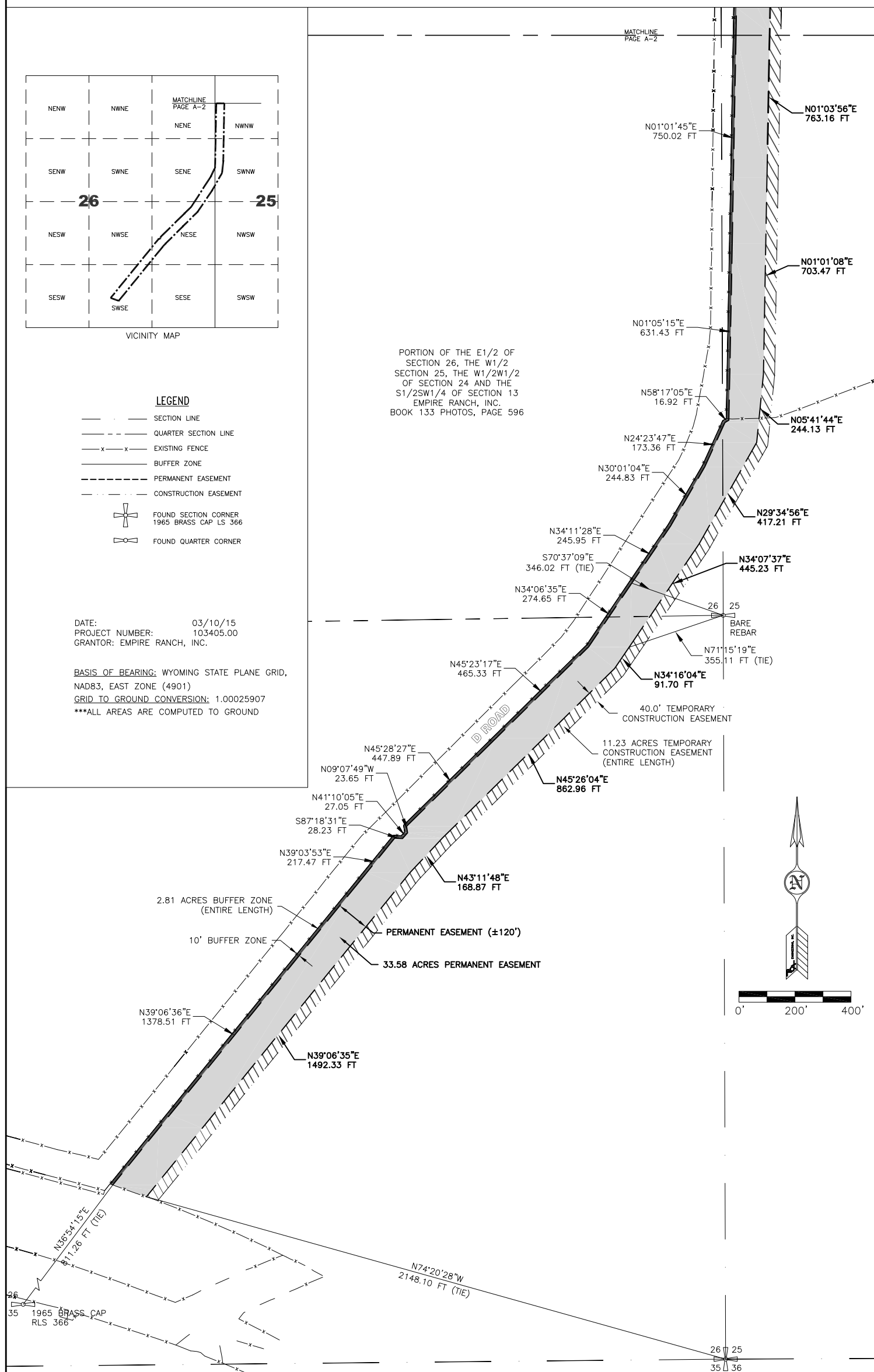
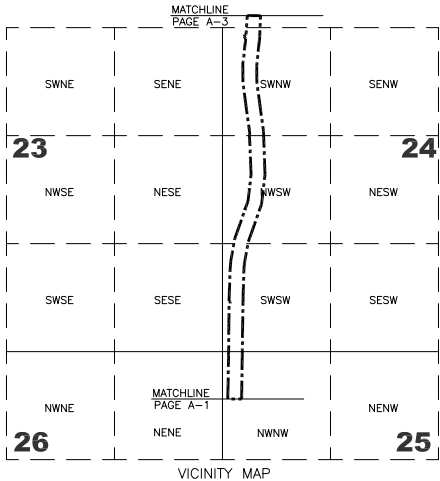


EXHIBIT "A-2"

AN EASEMENT LOCATED IN A PORTION OF THE E1/2 OF SECTION 26, THE
W1/2 SECTION 25, THE W1/2W1/2 OF SECTION 24 AND THE S1/2SW1/4
OF SECTION 13, T50N, R68W OF THE 6TH P.M.
CROOK COUNTY, WYOMING

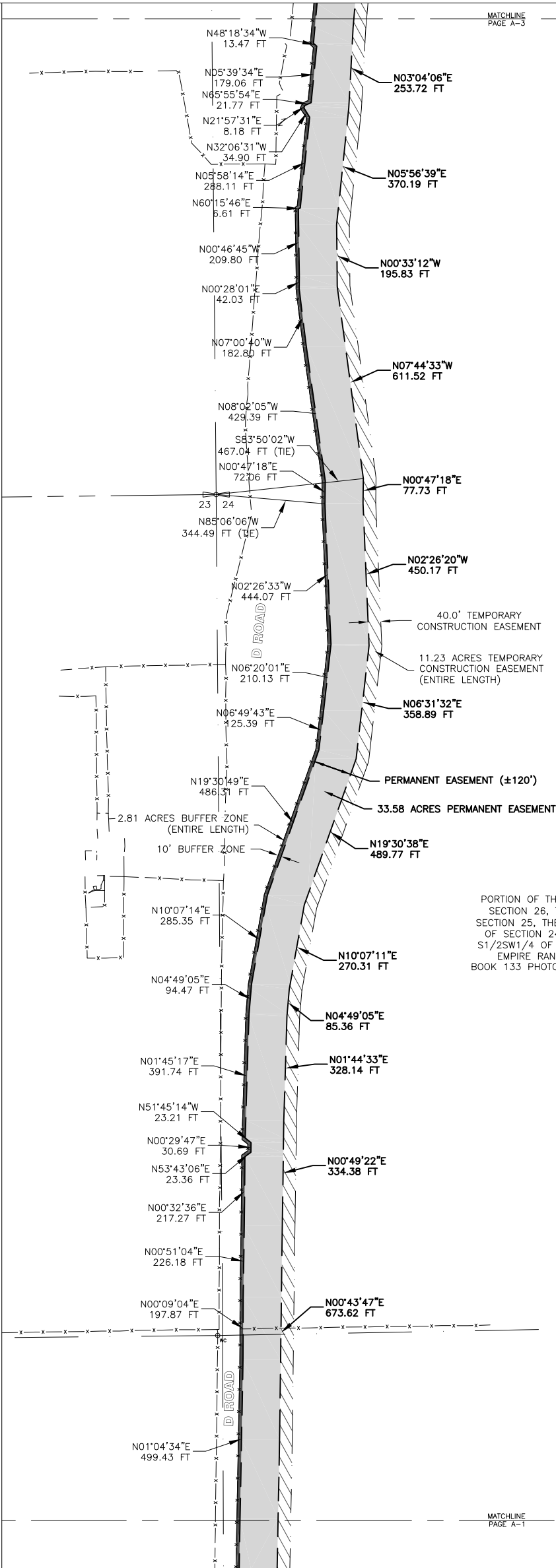
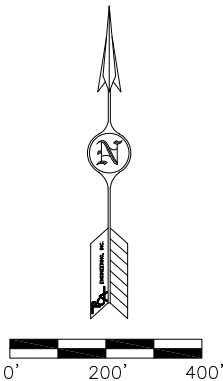


LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- EXISTING FENCE
- BUFFER ZONE
- PERMANENT EASEMENT
- CONSTRUCTION EASEMENT
- FOUND QUARTER CORNER
1982 AC PELS 519
- FOUND WITNESS CORNER
1982 BRASS CAP PELS 2395

DATE: 03/10/15
PROJECT NUMBER: 103405.00
GRANTOR: EMPIRE RANCH, INC.

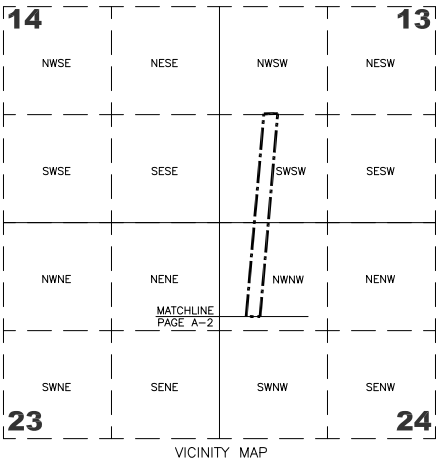
BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4901)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND



PORTION OF THE E1/2 OF
SECTION 26, THE W1/2
SECTION 25, THE W1/2W1/2
OF SECTION 24 AND THE
S1/2SW1/4 OF SECTION 13
EMPIRE RANCH, INC.
BOOK 133 PHOTOS, PAGE 596

EXHIBIT "A-3"

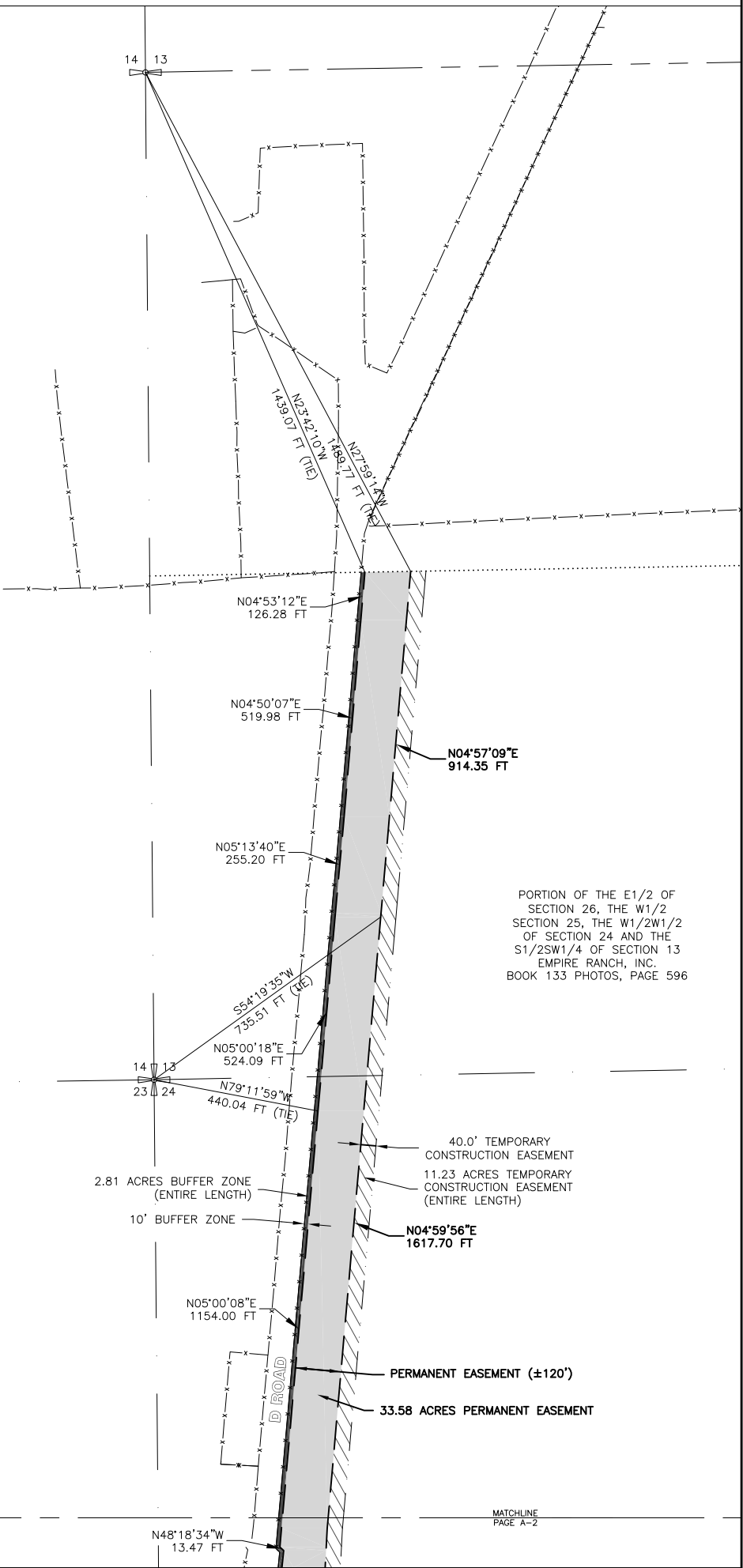
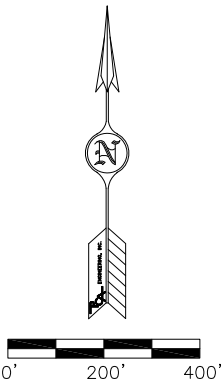
AN EASEMENT LOCATED IN A PORTION OF THE E1/2 OF SECTION 26, THE W1/2 SECTION 25, THE W1/2W1/2 OF SECTION 24 AND THE S1/2SW1/4 OF SECTION 13, T50N, R68W OF THE 6TH P.M. CROOK COUNTY, WYOMING



- LEGEND**
- SECTION LINE
 - QUARTER SECTION LINE
 - SIXTEENTH SECTION LINE
 - EXISTING FENCE
 - BUFFER ZONE
 - PERMANENT EASEMENT
 - CONSTRUCTION EASEMENT
 - FOUND SECTION CORNER 1987 BLM BRASS CAP
 - FOUND QUARTER CORNER 1987 BLM BRASS CAP

DATE: 03/10/15
PROJECT NUMBER: 103405.00
GRANTOR: EMPIRE RANCH, INC.

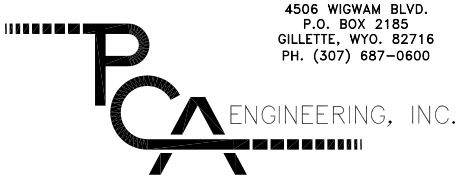
BASIS OF BEARING: WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND



PORTION OF THE E1/2 OF SECTION 26, THE W1/2 SECTION 25, THE W1/2W1/2 OF SECTION 24 AND THE S1/2SW1/4 OF SECTION 13 EMPIRE RANCH, INC. BOOK 133 PHOTOS, PAGE 596

SURVEYOR'S CERTIFICATE

I, DAVID L VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY.



Legal Description – Temporary Bore and Staging Area
5068-09 Empire Ranch, Inc.
March 10, 2015

A temporary bore and staging area located in the SE1/4 of Section 26, T50N, R68W of the 6th P.M., Crook County, Wyoming, as recorded in Book 133 of Photos, Page 596 of the Crook County Clerks records, being more particularly described as follows:

Commencing at the southeast corner of said Section 26, being monumented by a 1965 brass cap stamped LS 366;

Thence N75°01'41"W, 1920.15 feet to a point on an existing fence and being the point of beginning;

Thence N19°43'59"E, 300.00 feet to a point;

Thence N67°51'53"W, 257.70 feet to a point on an existing fence;

Thence along said existing fence, S39°06'36"W, 318.99 feet to a point;

Thence leaving said fence, N73°37'13"W, 54.49 feet to a point;

Thence S32°44'09"W, 60.28 feet to a point, from which the south quarter corner of aforementioned Section 26 lies S32°29'21"W, 735.43 feet, monumented by a 1965 brass cap stamped LS 366;

Thence S71°38'28"E, 117.31 feet to a point;

Thence N33°58'47"E, 57.14 feet to a point on an existing fence;

Thence along said existing fence, S70°39'38"E, 103.30 feet to a point;

Thence continuing along said existing fence, S68°16'16"E, 196.76 feet to the point of beginning.

Said bore and staging area contains 2.31 acres more or less.

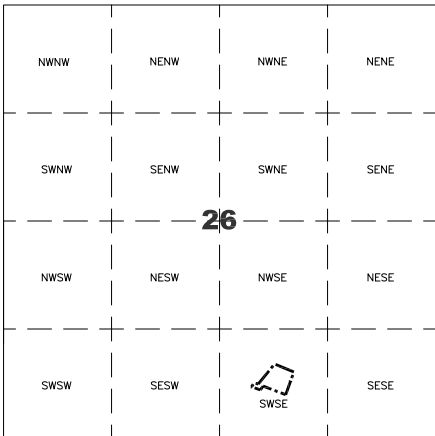
All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00025907.

The basis of bearing for this legal description and for the attached Exhibit "B" is Wyoming State Plane Grid, NAD83, East Zone (4901).

EXHIBIT "B"

AN EASEMENT LOCATED IN A PORTION OF THE
SE1/4 SECTION 26, T50N, R68W OF THE 6TH P.M.
CROOK COUNTY, WYOMING



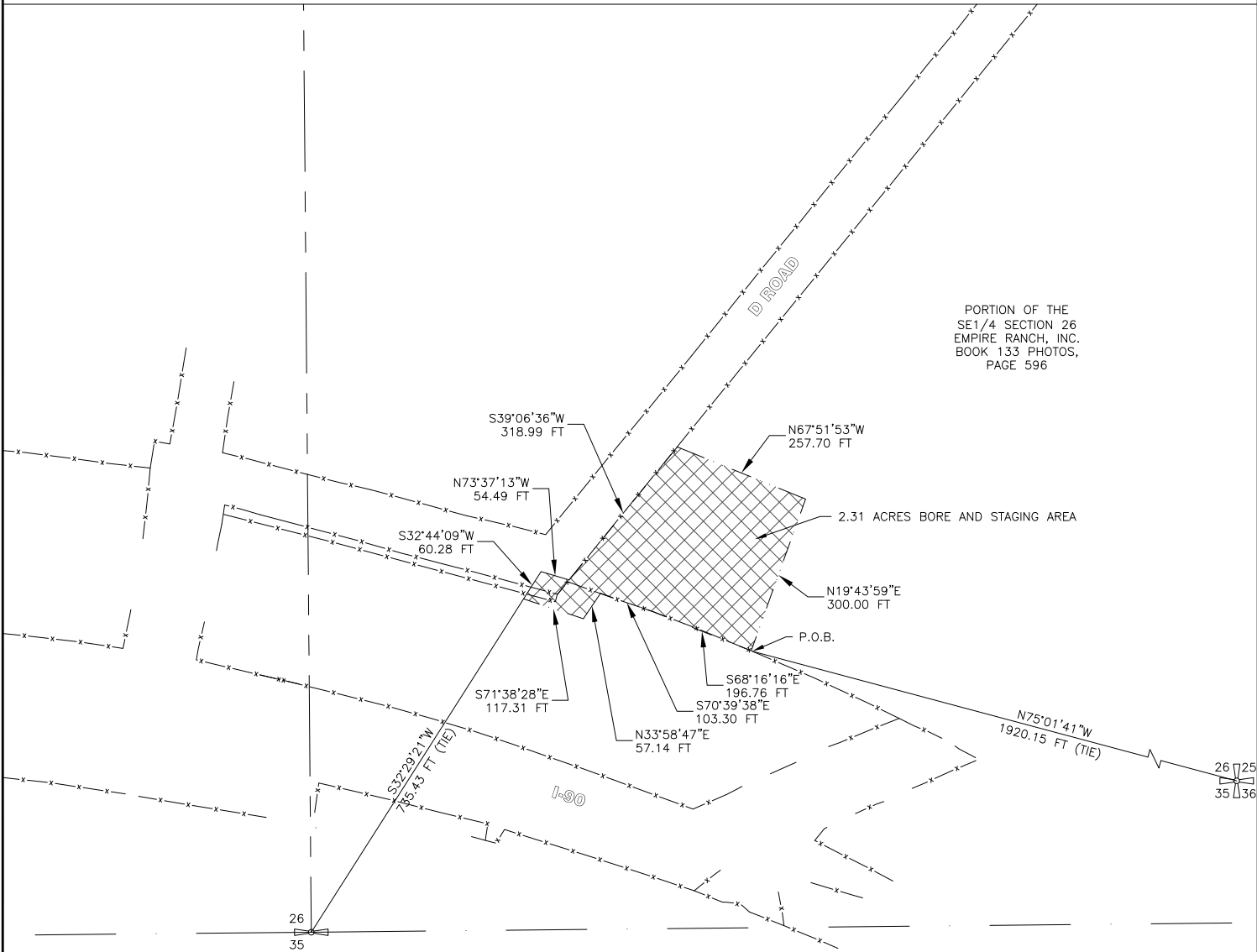
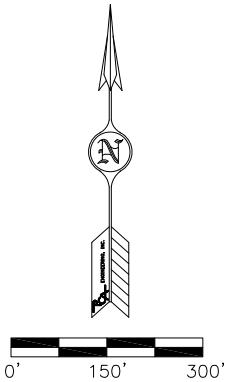
VICINITY MAP

LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- EXISTING FENCE
- CONSTRUCTION EASEMENT
- FOUND SECTION CORNER
1965 BRASS CAP LS 366
- FOUND QUARTER CORNER
1965 BRASS CAP LS 366

DATE: 03/10/15
PROJECT NUMBER: 103405.00
GRANTOR: EMPIRE RANCH, INC.

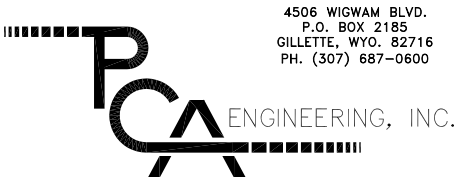
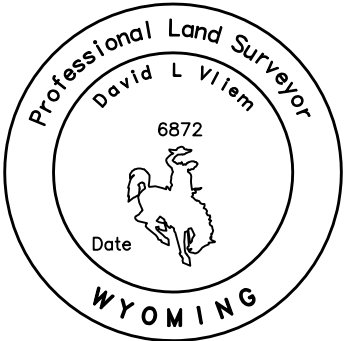
BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4901)
GRID TO GROUND CONVERSION: 1.00025907
***ALL AREAS ARE COMPUTED TO GROUND



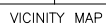
PORTION OF THE
SE1/4 SECTION 26
EMPIRE RANCH, INC.
BOOK 133 PHOTOS,
PAGE 596

SURVEYOR'S CERTIFICATE

I, DAVID L VLIEM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND
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THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY
AND IS A TRUE REPRESENTATION OF THE SURVEY.



AN EASEMENT LOCATED IN A PORTION OF THE W1/2W1/2
SECTION 4, T50N, R68W OF THE 6TH P.M.
CROOK COUNTY, WYOMING

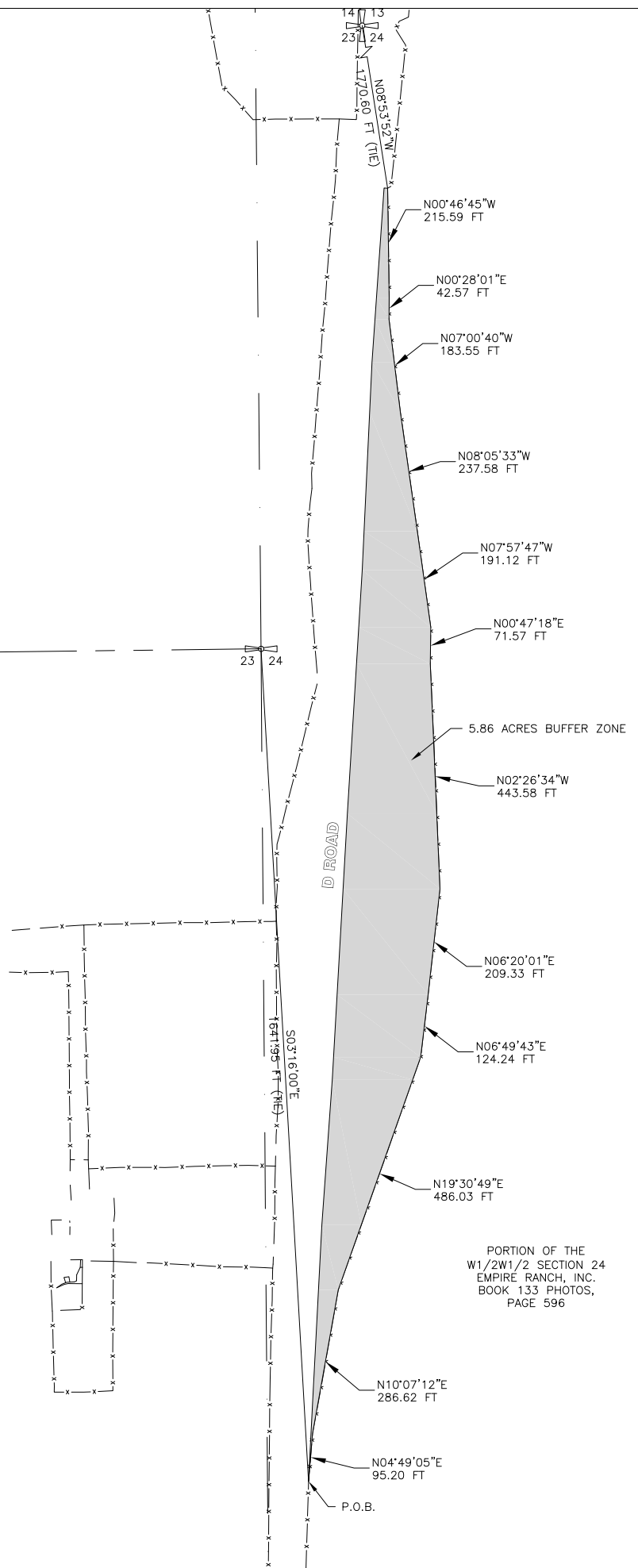
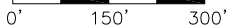


_____ SECTION LINE
 _____ QUARTER SECTION LINE
 —x—x— EXISTING FENCE
 _____ CONSTRUCTION EASEMENT

FOUND SECTION CORNER
1987 BLM BRASS CAP

FOUND QUARTER CORNER
1982 AC PELS519

***ALL AREAS ARE COMPUTED TO GROUND



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P.O. BOX 2185
GILLETTE, WYO. 82716
PH. (307) 687-0600