

EASEMENT

(Sheridan County, Wyoming)

THIS EASEMENT (the "Agreement") is made to be effective as of August 17, 2005 (the "Effective Date"), by and between **Westland, LLC**, a Florida limited liability company (herein "Grantor") and **Chevron U.S.A. Inc.**, a Pennsylvania corporation (herein "Grantee"). The term "Parties" shall refer to Grantor and Grantee collectively and the word "Party" shall refer to either Grantor or Grantee.

RECITALS

- A. Grantor is the owner of a certain parcels of real property (the "Property") located in the County of Sheridan, State of Wyoming, more particularly described in Attachment "1" attached hereto and made a part hereof by reference thereto.
- B. Grantee is the previous owner of the Property.
- C. Grantor intends by this instrument to grant to Grantee a non-exclusive easement over, under and across the Property for the purpose of providing Grantee access for certain purposes.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

- 1. Grantor, for good and sufficient consideration the receipt of which is hereby acknowledged, hereby grants to Grantee, and to Grantee's affiliates, experts, contractors, agents, employees, successors and assigns, subject to termination as hereinafter provided and under the terms, conditions and provisions hereinafter contained, a right of way and easement for the following purposes only:
 - A. Installation, maintenance, inspection, operation and removal of observation wells and soil borings for investigational purposes.
 - B. Construction, installation, maintenance, inspection, operation and removal of soil borings and additional observation wells as required for investigational purposes.
 - C. Construction, installation, maintenance, inspection, operation and removal of equipment associated with any hydrocarbon contamination remedial system that may be installed on the Property.
 - D. Such other activities as may be required by applicable governmental authorities pursuant to the terms of its purchase and sale agreement with Grantor.
- 2. The right of way and easement granted herein shall automatically terminate upon the removal of the last to be removed of the existing wells, any additional wells, and the recovery system, if any and when a licensed environmental consultant retained by Grantee certifies in writing without material qualification that: (i) proper professional practices were followed and completed by Grantee in assessing, remediating or containing, as the case may be, contamination from the Property for which Grantee is liable under the terms of its purchase

and sale agreement with Grantor; and (ii) such consultant recommends that no further investigation or assessment of the Property for contamination is necessary and that no further attempts need to be made to reduce any residual levels of contamination from the Property for which Grantee is liable under the term of its purchase and sale agreement with Grantor; or, no investigation or assessment is necessary on the Property and upon the expiration of one (1) year period from the Effective Date.

3. Grantee shall be permitted to exercise all rights granted herein at no additional consideration, cost or charge to Grantee.
4. Upon the termination of the rights herein given, Grantee shall at its own risk and expense remove said facilities and restore the Property as nearly as possible to the same state and condition it was in prior to any construction of said facilities; provided, that Grantee shall not be required to restore the Property to the extent of any changes or alterations in the condition of the Property caused or permitted by Grantor and unrelated to Grantee's remediation and monitoring activities on the Property.
5. This grant is non-exclusive and Grantor reserves the right to use and enjoy the Property and grant the same or similar rights as granted to Grantee herein to other parties, so long as the exercise by Grantor or third parties of such rights do not unreasonably interfere with the rights granted to Grantee herein.
6. Any notice provided herein to be given by either Party to the other may be served by depositing in the United States Post Office by certified mail, postage prepaid, a sealed envelope containing a copy of such notice which contains specific reference to this Agreement, and addressed to said other Party at its address set out below, and the same shall be sufficient service of such notice:

To Grantor: Westland, LLC
651 Don Bishop Road
Santa Rosa Beach, FL 32459

To Grantee: Chevron U.S.A. Inc.
% Chevron Business and Real Estate Services
6001 Bollinger Canyon Road, Building V
San Ramon, CA 94583

Attention: Vice President, Real Estate Projects and Services

with a copy to: Chevron Environmental Management Company
6001 Bollinger Canyon Road, K2030
San Ramon, CA 94583-2324

Attention: President

with a copy to: Chevron Products Company
Law Department, Environmental Practice Group
6001 Bollinger Canyon Road, Building T
San Ramon, CA 94583-2324

Either Party may change its address where notices are to be sent pursuant to this Section by giving notice thereof to the other Party in the manner set forth in this Section.

7. Except as otherwise provided herein, this grant of easement shall run with the land and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
8. Grantee agrees to direct and conduct and all of its activities granted by the rights herein in such a manner which minimizes interference with Grantor's normal operations on the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or more counterparts on the dates hereinafter recited, intending it to be effective as of the date first set forth above.

"Grantor"

Westland, LLC
a Florida limited liability company

Title: Nick D. Seely Managing member

Signatures continued to next page.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF CONTRA COSTA)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Signature _____

STATE OF Florida)
) ss.
 COUNTY OF Walton)

The foregoing instrument was acknowledged before me by **NIAL D. SCALLY and HEATHA RUSHING, Managing Member** of Westland, LLC, a Florida limited liability company, who acknowledged said instrument to be the free act and deed of said company, this 11 day of August, 2005.

WITNESS my hand and official seal.

(SEAL)

Signature April N. Chambless



with a copy to: Chevron Environmental Management Company
6001 Bollinger Canyon Road, K2030
San Ramon, CA 94583-2324

Attention: President

with a copy to: Chevron Products Company
Law Department, Environmental Practice Group
6001 Bollinger Canyon Road, Building T
San Ramon, CA 94583-2324

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"Grantor"

Westland, LLC
a Florida limited liability company

BY: 

Title: Managing Member

Signatures continued to next page.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF CONTRA COSTA)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Signature _____

STATE OF Louisiana)
) ss.
 COUNTY OF St. Tammany)

The foregoing instrument was acknowledged before me by ~~NEAL D. SCALLY~~ ^{WAS} and HEATH A. RUSHING, Managing Members of Westland, LLC, a Florida limited liability company, who acknowledged said instrument to be the free act and deed of said company, this 16 day of August, 2005.

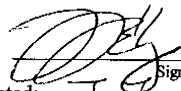
WITNESS my hand and official seal.

(SEAL)

Signature X [Signature] _____

"Grantee"

Chevron U.S.A. Inc.,
a Pennsylvania corporation

By:  _____
Signature

Printed: J. G. Ay

Title: Assistant Secretary

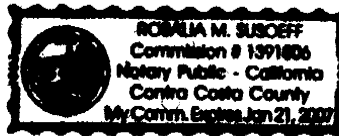
STATE OF CALIFORNIA)
) ss.
 COUNTY OF CONTRA COSTA)

On 8-16-05 before me, ROSALIA M. SUSOFF, Notary Public, personally appeared J. J. ELY, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Signature Rosalia M. Susoff



STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by **NIAL D. SCALLY and HEATH A. RUSHING, Managing Members of Westland, LLC, a Florida limited liability company**, who acknowledged said instrument to be the free act and deed of said company, this ____ day of August, 2005.

WITNESS my hand and official seal.

(SEAL)

Signature _____

Attachment "1"
to
Easement

Description of the Property

That certain real property located in the County of Sheridan, State of Wyoming, and described as follows:



EXHIBIT "A"

Sheridan County, Wyoming
from Chevron U.S.A. Inc. to
Westland, LLC

1. Pursuant to Warranty Deed from Reynolds Mining Corporation to Texaco Inc., recorded on December 19, 1973 in Book 198 at Page 108-110, records of Sheridan County:

The following described lands situated in Sheridan County, Wyoming, to-wit:

Parcel No. 1

Township 53 North, Range 82 West, 6th P. M.

Section 17: ~~SW4SW4~~

Section 18: ~~SE4NE4, SE4SE4~~

Parcel No. 2

Township 53 North, Range 82 West, 6th P. M.

Section 18: ~~SW4NW4, SW4NE4, SE4SW4, SE4SE4~~

Parcel No. 3

Township 53 North, Range 83 West, 6th P. M.

Section 3: ~~SE4SE4, SE4SW4~~

Section 4: ~~SE4SE4, SE4SW4~~ and all that part of SW4SW4 lying easterly of the County road

Section 8: ~~NE4SE4~~

Section 9: ~~SE4, SE4NE4~~ and all that part of the SW4NW4 and NW4SW4 lying east and south of the County road

Section 10: All

Section 11: ~~SW4NW4~~

Section 13: ~~SW4SW4~~

Section 14: ~~SE4, SE4NE4, SE4SW4, SE4NW4~~

Section 15: ~~SE4NE4, NW4NW4~~

(15)

EXCEPT, HOWEVER, those rights and interests heretofore conveyed to State Highway Commission of Wyoming for the construction of Interstate Highway 90 across portions of the above lands, as such conveyances appear of record in the office of the County Clerk of Johnson County, Wyoming.

Exhibit A

Page 1 of 7

Sheridan County, Wyoming

2. Pursuant to Warranty Deed from Reynolds Mining Corporation to Texaco Inc., recorded on August 1, 1978 in Book 232 at Page 450-452, records of Sheridan County:

The following described lands situated in Sheridan County,
Wyoming, to-wit:

Township 53 North, Range 82 West, 6th P.M.

Section 18: Lots 3 and 4.

Township 53 North, Range 83 West, 6th P.M.,

Section 13: SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

containing 2,917.94 acres, more or less.

Exhibit A

Page 2 of 7
Sheridan County, Wyoming

3. Pursuant to State of Wyoming Patent Number 2856 to Texaco Inc., recorded on May 14, 1987 in Book 311 at Page 8, records of Sheridan County:

T. 33 N., R. 83 W. OF THE SIXTH P.M., SHERIDAN COUNTY, WYOMING

SE $\frac{1}{4}$ NW $\frac{1}{4}$ E $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11
W $\frac{1}{4}$ NW $\frac{1}{4}$ Section 13
N $\frac{1}{4}$ N $\frac{1}{4}$ Section 14
NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15

The above described lands contain 480.00 acres, more or less, according to the official federal plat of the original survey of said lands, approved October 22, 1881, returned to the United States General Land Office by the Surveyor General, which said lands have been exchanged for land of equal value.

Exhibit A

Page 3 of 7
Sheridan County, Wyoming

4. Pursuant to Warranty Deed from Reynolds Mining Corporation to Texaco Inc., recorded on February 25, 1988 in Book 317 at Page 12-16, records of Sheridan County:

The following described lands situated in Sheridan County, Wyoming, to-wit:

Township 53 North, Range 83 West, 6th P.M.

Section 14: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 15: SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Exhibit A

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Sheridan County, Wyoming

5. Pursuant to Warranty Deed from Reynolds Mining Corporation to Texaco Inc., February 25, 1988 in Book 317 at Pages 17-19, records of Sheridan County:

The following-described lands situate in Sheridan County, Wyoming, to-wit:

Township 53 North, Range 83 West, 6th P.M.

Section 15: SW1.

Exhibit A

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Sheridan County, Wyoming

6. Pursuant to Quitclaim Deed from The Transportation Commission of Wyoming to Texaco Inc., recorded on April 1, 1994 in Book 365 at Page 133, records of Sheridan County:

All that portion of the NW1SW1 of Section 9, T. 53 N., R. 83 W. of the 6th P.M., Wyoming, bounded on the west side by the west boundary of said NW1SW1, bounded on the southwesterly to southeasterly side by the centerline of the presently existing right-of-way of Wyoming State Highway No. 193, and bounded on the northerly side by a parallel right-of-way line 100 feet to the right or southerly side when measured at right angles or radially to the following described survey line of highway, said parallel right-of-way line begins on the west boundary of said NW1SW1 and ends on the centerline of the presently existing right-of-way of said Wyoming State Highway No. 193;

Beginning at a point on the west boundary of said Section 9 from which the southwest corner thereof bears S.0°28'24.3"W. a distance of 2,557.81 feet and the northwest corner thereof bears N.0°28'24.3"E. a distance of 2,673.00 feet; thence with a parallel right-of-way line 100 feet to the right or southerly side S.90°00'00"E. a distance of 258.41 feet to the point of beginning of a 12°00' spiralled curve concave northwesterly, the spiral lengths of which are 240.00 feet, the total length of which is 1,197.01 feet and the total central angle of which is 114°50'28.2";

thence easterly along the spiral arc of said curve through a central angle of 14°24' a distance of 240.00 feet, more or less, until said parallel right-of-way line intersects the centerline of the presently existing right-of-way of said Wyoming State Highway No. 193.

The above described parcel of land contains 98,500 square feet, more or less.

Exhibit A

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Sheridan County, Wyoming

7. Pursuant to a Quitclaim Deed from Reynolds Mining Corporation to Texaco Inc. dated December 13, 1973 the following lands, to the extent that Texaco Inc. has any right, title or interest therein. Texaco Inc. makes no representation that it has record title to or an interest in all such lands:

All of Reynolds' right, title and interest in the
following described lands situated in Sheridan County, Wyoming,
to-wit:

Township 53 North, Range 82 West, 6th P.M.

All of Sections 17 and 18

Township 53 North, Range 83 West, 6th P.M.

All of Sections 3, 4, 8, 9, 10, 11, 12, 13,
14, 15, 16

Exhibit A

Page 7 of 7
Sheridan County, Wyoming

The following real property located in Township 53 North, Range 83 West, 6th P.M., Sheridan County, State of Wyoming:

Section 3: A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:
Commencing at the Southwest corner of Section 3, T53N, R83W; thence North a distance of 429.31 feet along the West line of Section 3 to the centerline of U.S. Highway No. 87; thence S 25°40'35" E, a chord distance of 310.14 feet along the centerline of U.S. Highway No. 87; thence S 24°28' E, a distance of 162.77 feet along the centerline of U.S. Highway No. 87; thence S 89°32' W, a distance of 201.76 feet to the point of beginning.

375

EXHIBIT "B" 376

Sheridan County, Wyoming
from Chevron U.S.A. Inc. to
Westland, LLC

Excluding and excepting from
Exhibit "A" attached hereto
the following lands:

1. All lands conveyed by that certain Warranty Deed dated October 17, 1986 from Texaco Inc. to the State of Wyoming, recorded on January 21, 1987 in Book 308 at Page 217, records of Sheridan County, Wyoming.

Exhibit B

Page 1 of 1
Sheridan County, Wyoming