

Easement

This easement is entered into between E. Annie Proulx as Trustee of the E. Annie Proulx Trust ("Grantor"), whose address is PO Box 230, Centennial, Wyoming 82055 and Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996 address is Box 208, Clearmont, WY 82835

On the terms and conditions set out in this easement, Grantor grants Grantee a perpetual, nonexclusive easement to use the presently existing road described in attached Exhibit A for purposes of ingress and egress to Grantee's lands described in attached Exhibit B.

This easement is subject to the following terms and conditions.

1. Use of Easement. Grantee may use the road for agricultural and hunting purposes and for access to residential buildings.
2. Description. This easement shall be 30 feet in width, being 15 feet on each side of the centerline shown in Exhibit A.
3. Fences. Grantee will not fence the easement.
4. Neither Grantee nor Grantee's invitees shall travel off the road or trespass on Grantor's property not subject to the easement.
5. Maintenance. Grantor shall have no obligation to maintain the road in a useable condition. Grantee shall repair all damage to the road and cattleguards on the road caused by Grantee or persons using the road with Grantee's permission. Grantee shall have the right to make minor improvements to the road including graveling, grading of the road, placing culverts in low spots, and plowing the road to keep it clear of snow, as part of regular and routine maintenance of the road. Grantee shall not make any major improvements to the road without the prior express written permission of Grantor. Major improvements include any construction activity which would widen the road top to more than fifteen (15) feet in width, widen the overall width more than ten (10) feet from the centerline of the road including ditches, raise the elevation of the road by more than four (4) inches over its existing elevation, or pave the road.
6. Debris. Grantee will not allow any debris to be discarded on the easement, and Grantee will be responsible to clean up debris along the easement for which Grantee or Grantee's invitees are responsible.
7. Nonexclusive Use. This easement is nonexclusive and shall not preclude Grantor from using the easement area or the access road or from granting the right to other persons and parties to use the easement area or the access road.
8. No Warranty. Grantor does not warrant title to the property, and this easement is granted subject to all existing mortgages, liens, and rights of record.
9. Indemnification and Release. To the maximum extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's employees and agents from any and all claims, demands, or causes of action arising out of the use of the easement by Grantee or Grantee's invitees or out of the granting of this easement. To the maximum extent permitted by law, Grantee releases Grantor, its employees and agents from any and all liability for damages arising out of Grantee's use of the easement.
10. Default. If Grantee defaults under this agreement and fails to cure the default within 20 days

or written notice of the default is given by Grantor, then Grantor may suspend Grantee's right to use this easement until the default has been cured by Grantee. If Grantee violates the terms of this Easement, Grantee shall pay all costs and expenses, including attorney fees, incurred by Grantor in enforcing this Easement.

11. **Binding Effect.** This agreement is binding upon the successors and assigns of the parties and shall be appurtenant to the property and run with the property.

12. **Relocation.** Grantor shall have the right to relocate and change the route of the access road easement from time to time from the beginning point on Grantor's property to the ending point on Grantor's property. Grantor may change the location of the easement at any time upon ninety (90) days prior written notice to the Grantee.

Dated this 10th day of June, 2004.

E. Annie Proulx / E. Annie Proulx Trust
E. Annie Proulx as Trustee of the E. Annie Proulx Trust

Sheri D. Tietjen Tr.
Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996

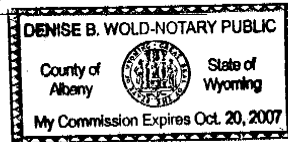
STATE OF Wyoming)
COUNTY OF Albany) ss.

The foregoing instrument was acknowledged before me this 10th day of June, 2004 by E. Annie Proulx as Trustee of the E. Annie Proulx Trust
WITNESS my hand and official seal.

Denise B. Wold
Notary Public

10-20-07
My Commission Expires

STATE OF Wyoming)
COUNTY OF Sheridan) ss.



The foregoing instrument was acknowledged before me this 21 day of June, 2004 by Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996.
WITNESS my hand and official seal.

Audrey Koltiska
Notary Public

My Commission Expires:



EXHIBIT "A"

Re: 30' Access Easement for Sheri Tietjen (Easement No. 3)
Record Owner: E. Annie Proulx Trust
April 20, 2004

An access easement for ingress and egress being thirty (30) feet wide, fifteen (15) feet each side of the following described centerline situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 54 North, Range 77 West, 6th Principal Meridian, Sheridan County, Wyoming, as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the west quarter corner of said Section 16; thence N88°31'19"E, 481.75 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north line of a tract of land described in Book 391, Page 614; thence S41°53'29"E, 97.91 feet along said centerline to a point; thence S54°24'31"E, 207.24 feet along said centerline to a point; thence S50°30'33"E, 103.90 feet along said centerline to a point; thence, along said centerline through a curve to the left having a radius of 150.00 feet, a central angle of 60°17'36", an arc length of 157.85 feet, a chord bearing of S80°39'21"E, and a chord length of 150.66 feet to a point; thence N69°11'51"E, 52.91 feet along said centerline to a point; thence, through a curve to the right having a radius of 370.00 feet, a central angle of 41°39'36", an arc length of 269.03 feet, a chord bearing of S89°58'21"E, and a chord length of 263.14 feet to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said tract described in Book 391, Page 614, and being S78°37'19"E, 1282.14 feet from said west quarter corner of said Section 16.

Said easement being 888.84 feet in length.

Basis of Bearings is Wyoming State Plane (East Central Zone)



Resurvey Township 53 North, Range 78 West of the 6th P.M.

Section 3: Lots 5, 6, 8, S1/2N1/2, SW1/4, W1/2SE1/4
Section 4: E1/2SE1/4, Lot 5

Resurvey Township 54 North, Range 77 West of the 6th P.M.

Section 6: All
Section 7: All
Section 8: All
Section 17: W1/2, W1/2E1/2, SE1/4SE1/4
Section 18: All
Section 19: All
Section 20: W1/2, W1/2E1/2, SE1/4SE1/4
Section 21: SW1/4, W1/2SE1/4

AND

A tract of land located in SE1/4SE1/4 of Section 21, described as follows: Beginning at the SW corner of said SE1/4SE1/4, thence N. 88°54'31" E., along the south line of said Section 21, 178.60 feet to a point on the centerline of Upper Powder River County Road, thence N. 31°54'02" W., along said centerline 340.82 feet to a point on the west line of said SE1/4SE1/4; thence leaving said centerline S. 00°18'02" E., along said west line 292.75 feet to the point of beginning; EXCEPTING THEREFROM: Lands conveyed from Seven Up Ranches, Inc., a Wyoming Corporation, to Agnes Elliott, by Warranty Deed dated September 25, 1980, recorded October 24, 1980 in Book 252, Page 376.

Section 26: SW1/4, W1/2SE1/4
Section 27: NE1/4NE1/4, S1/2NE1/4, SW1/4NW1/4, S1/2
Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: E1/2, S1/2SW1/4
Section 33: All
Section 34: N1/2, SW1/4
Section 35: N1/2

Township 54 North, Range 78 West of the 6th P.M.

Section 1: All
Section 2: SE1/4, SW1/4, SE1/4NE1/4, N1/2NE1/4, (Lots 1, 2), SE1/4NW1/4,
EXCEPT all that part of SW1/4SW1/4 of said Section lying westerly and southwesterly of the following described line: Commencing at a point 550 feet East of the Southwest corner of said Section 2, which is the point of beginning, thence North 29°00' West 290 feet to a point, thence north 12°20' West 740 feet to a point, thence due West 210 feet to the West line of said Section 2.
Section 11: E1/2, E1/2W1/2

Section 12: All
Section 13: All
Section 14: All
Section 15: S1/2, S1/2NE1/4, NW1/4
EXCEPTING THEREFROM: lands conveyed from Seven Up Ranches, Inc., a Wyoming Corporation, to L/X Cattle Company, a Wyoming Corporation by Warranty Deed dated January 10, 1958, recorded June 9, 1958 in Book 118, Page 21.
Section 21: All
Section 22: N1/2, SE1/4
Section 23: All
Section 24: W1/2, N1/2NE1/4, SE1/4NE1/4, SE1/4
Section 25: All
Section 26: All
Section 27: All
Section 28: All
Section 33: NE1/4, E1/2NW1/4, SW1/4NW1/4, N1/2SE1/4, W1/2SW1/4, NE1/4SW1/4
Section 34: All
Section 35: W1/2, NE1/4, W1/2SE1/4, NE1/4SE1/4

All that part of the SE1/4SE1/4 of Section 9 and SW1/4SW1/4 of Section 10 described as follows:

Commencing at a point on the South line of Section 10, 70 feet East of the Southwest corner of said Section 10, which is the point of beginning; thence N. 30°00' W., 700 feet; thence S. 25°45' W., 760 feet; thence East along the South line of Sections 9 and 10 to the point of beginning.

All of that part of the W1/2W1/2 of Section 11 and the SE1/4SE1/4 of Section 10 lying Easterly of the following described line, to-wit:

Commencing at a point on the South line of said Section 11, 210 feet East of the Southeast corner of said Section 10, which is the point of beginning, thence N. 19°30' W., 720 feet; thence N. 45°15' E., 850 feet, thence N. 32°00' W., 510 feet; thence N. 01°45' W., 315 feet; thence N. 40°00' E., 820 feet; thence N. 16°00' W., 760 feet; thence N. 19°40' E., 1080 feet; thence N. 29°00' W., 1000 feet to a point; said point is on the North line of said Section 11 and is 550 feet East of the Northwest corner of said Section 11.

All that part of Section 17 lying South of a line described as follows to-wit:

Commencing at a point on the East line of said Section 17, 890 feet South of the Northeast corner of said Section 17, which is the point of beginning, thence S. 80°45' W., 300 feet; thence S. 83°00' W., 1370 feet; thence S. 68°00' W., 350 feet; thence N. 71°30' W., 830 feet; thence S. 68°45' W., 1360 feet, to a point on the West line of the SE 1/4NW1/4 of said Section 17; and all that part of said Section 17 lying Easterly of the following described line: Commencing at a point on the North line of said Section 17, 380 feet East of the Northwest corner of said Section 17, which is the point of beginning; thence S. 26°05' E., 190 feet; thence S. 37°20' E., 1265 feet; thence S. 31°05' E., 3590 feet; thence S. 40°40' E., 1470 feet to a point on the South line of said Section 17.