

Easement

This easement is entered into between Burns Industries, Inc., a Wyoming corporation ("Grantor"), whose address is P.O. Box 6027, Sheridan, WY 82801 and S.K. Johnston, Jr. ("Grantee"), whose address is P. O. Box 247, Big Horn, WY 82833.

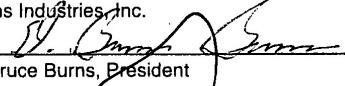
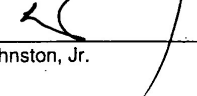
To the extent permitted by applicable law and by existing agreements, Grantor grants to Grantee a nonexclusive easement twenty (20) feet in width to install, construct, repair and maintain one underground water pipeline twelve (12) inches in diameter for irrigation purposes over and across the following described property in Sheridan County, Wyoming:

Commencing at a point located in the 20' Irrigation Easement ten (10) feet North of the South line of Lot 23 of the Equestrian Hills Subdivision, then extending westerly ten (10) feet on either side of a line which is ten (10) feet North of the North boundary of Lots 19, 20 and 21 of the Equestrian Hills Subdivision to the East line of Section 15, Township 54 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming.

This easement is subject to the following terms and conditions:

1. Maintenance. Grantee will keep the water pipeline in good order and repair.
2. Reclamation. As soon as reasonably practicable, Grantee will rehabilitate, reseed and restore to its original condition, as near as possible, all areas disturbed by Grantee. This obligation to rehabilitate, reseed and restore shall apply each time the easement area is disturbed by Grantee's operations.
3. Nonexclusive Use. This easement is nonexclusive and shall not preclude Grantor from using the easement area or from granting the right to other persons and parties to use the easement area.
4. 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.
5. Indemnification and Release. Grantee will be responsible for all damages caused by Grantee or Grantee's invitees. To the maximum extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's officers, employees, directors, and shareholders from any and all claims, demands, or causes of action arising out of the grant of this easement to Grantee or arising out of the use of easement area by Grantee or Grantee's invitees. 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 area.
6. Memorandum Agreement. This easement is also subject to all of the terms and conditions of the Memorandum Agreement entered into by S. K. Johnston, Jr., Equestrian Hills Homeowner's Association, Burns Industries, Inc. and Big Horn Equestrian Center, Inc.

Dated this 27 day of AUGUST, 2004

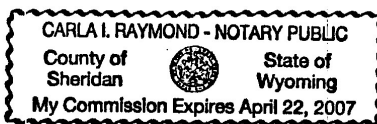
Burns Industries, Inc.
By: 
D. Bruce Burns, President

S. K. Johnston, Jr.

485857 EASEMENT
BOOK 456 PAGE 0116
RECORDED 08/31/2004 AT 03:40 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me this 27 day of August, 2006 by D.
Bruce Burns, president of Burns Industries, Inc.

WITNESS my hand and official seal.

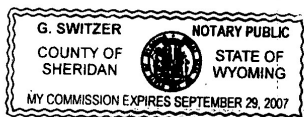


Carla I. Raymond
Notary Public
My Commission Expires: April 22, 2007

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2006 by S.
K. Johnston, Jr.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission Expires: September 29 2007