

MEMORANDUM OF
ROAD MAINTENANCE AND SETTLEMENT AGREEMENT

THIS MEMORANDUM is made effective the 17th day of October, 2008, and is intended to serve as record notice of the existence of that certain ROAD MAINTENANCE AND SETTLEMENT AGREEMENT, with an effective date of even date herewith (herein the "Agreement"), made by and between Kenneth A. Anderson, as Trustee of the Kenneth A. Anderson Revocable Trust, dated October 24, 2000, (herein "Anderson"), and Larry G. Warren and June E. Warren and Cross Creek Estates, LLC, a Wyoming limited liability company (herein "Cross Creek"), and Joel Bailey and Anna Bailey, husband and wife (herein the "Baileys") and James R. Fuller and Sandra K. Fuller (herein the "Fullers"), all of whom are sometimes referred to herein collectively as the "Parties".

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid and exchanged between the Parties, the parties did agree to construction, maintenance, repair and private use terms relating to that road which is designated as a "30.00' ACCESS AND IRRIGATION-UTILITY EASEMENT", lying fifteen feet (15.00') on each side of the common boundary line of Lot 3 and Lot 4 of Cross Creek Estates Subdivision, all as shown on that Plat of Cross Creek Estates Subdivision, recorded in Drawer C, Plat #58 in the office of the Sheridan County Clerk, Sheridan County, Wyoming (herein the "Easement"), which Easement benefits the parcel of land described in Exhibit "A", attached hereto and incorporated herein by reference.

The Parties agreed to this Memorandum as record notice of the existence of the Agreement, and the Parties' private rights and obligations set forth therein, rather than to record the entire Agreement which contains all of the terms and conditions of the transaction, and each of the Parties affirms that they have received and consented to a true and correct copy thereof.

ANDERSON:

Kenneth A. Anderson
Kenneth A. Anderson, Trustee

CROSS CREEK:

Larry G. Warren
Larry G. Warren

FULLERS:

James R. Fuller
James R. Fuller
Sandra K. Fuller
Sandra K. Fuller

June E. Warren
June E. Warren
Lisa Rice
Cross Creek Estates, LLC
By: Lisa Rice, Manager

BAILEYS:

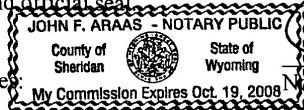
Joel Bailey

Anna Bailey

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by Kenneth A. Anderson, Trustee of the Kenneth A. Anderson Revocable Trust dated October 24, 2000, on this 17th day of October, 2008.

WITNESS my hand and official seal.

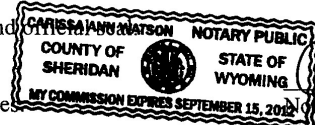


My Commission expires: _____ Notary Public

 STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by Larry G. Warren and June E. Warren, and Lisa Rice, as Manager of Cross Creek Estates, LLC, on this ____ day of October, 2008.

WITNESS my hand and



My Commission expires: _____ Notary Public

 STATE OF Wyoming)
) ss.
 COUNTY OF _____)

The above and foregoing Memorandum was acknowledged before me by Joel Bailey and Anna Bailey, on this ____ day of October, 2008.

WITNESS my hand and official seal.

My Commission expires:

 Notary Public

 STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by James K. Fuller and Sandra K. Fuller, on this ____ day of October, 2008.



WITNESS my hand and official seal.

My Commission expires: 2/9/2010

Vickie L. Bostick
 Notary Public

MEMORANDUM OF
ROAD MAINTENANCE AND SETTLEMENT AGREEMENT

THIS MEMORANDUM is made effective the ____ day of October, 2008, and is intended to serve as record notice of the existence of that certain ROAD MAINTENANCE AND SETTLEMENT AGREEMENT, with an effective date of even date herewith (herein the "Agreement"), made by and between Kenneth A. Anderson, as Trustee of the Kenneth A. Anderson Revocable Trust, dated October 24, 2000, (herein "Anderson"), and Larry G. Warren and June E. Warren and Cross Creek Estates, LLC, a Wyoming limited liability company (herein "Cross Creek"), and Joel Bailey and Anna Bailey, husband and wife (herein the "Baileys") and James R. Fuller and Sandra K. Fuller (herein the "Fullers"), all of whom are sometimes referred to herein collectively as the "Parties".

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid and exchanged between the Parties, the parties did agree to construction, maintenance, repair and private use terms relating to that road which is designated as a "30.00' ACCESS AND IRRIGATION-UTILITY EASEMENT", lying fifteen feet (15.00') on each side of the common boundary line of Lot 3 and Lot 4 of Cross Creek Estates Subdivision, all as shown on that Plat of Cross Creek Estates Subdivision, recorded in Drawer C, Plat #58 in the office of the Sheridan County Clerk, Sheridan County, Wyoming (herein the "Easement"), which Easement benefits the parcel of land described in Exhibit "A", attached hereto and incorporated herein by reference.

The Parties agreed to this Memorandum as record notice of the existence of the Agreement, and the Parties' private rights and obligations set forth therein, rather than to record the entire Agreement which contains all of the terms and conditions of the transaction, and each of the Parties affirms that they have received and consented to a true and correct copy thereof.

ANDERSON:

Kenneth A. Anderson, Trustee

CROSS CREEK:

Larry G. Warren

FULLERS:

James R. Fuller

June E. Warren

Sandra K. Fuller

Cross Creek Estates, LLC
By: Lisa Rice, Manager

BAILEYS:

Joel Bailey

Anna Bailey

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STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by Kenneth A. Anderson, Trustee of the Kenneth A. Anderson Revocable Trust dated October 24, 2000, on this ____ day of October, 2008.

WITNESS my hand and official seal.

My Commission expires: _____ Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by Larry G. Warren and June E. Warren, and Lisa Rice, as Manager of Cross Creek Estates, LLC, on this ____ day of October, 2008.

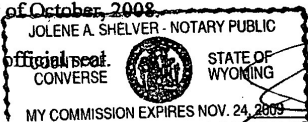
WITNESS my hand and official seal.

My Commission expires: _____ Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Converse)

The above and foregoing Memorandum was acknowledged before me by Joel Bailey and Anna Bailey, on this 20 day of October, 2008.

WITNESS my hand and



My Commission expires: Nov. 24, 2009 Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Memorandum was acknowledged before me by James R. Fuller and Sandra K. Fuller, on this ____ day of October, 2008.

WITNESS my hand and official seal.

My Commission expires: _____ Notary Public

EXHIBIT "A"

A tract of land lying in the SE1/4 of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point N00°55'24"W, 1331.54 feet from the southwest corner of the southeast quarter of Section 28;

Thence N01°28'02"W, 11.21 feet to a point;
Thence N00°55'56"W, 1316.96 feet to a point;
Thence N89°15'06"E, 1312.63 feet to a point;
Thence S00°33'15"E, 596.85 feet to a point;
Thence S87°20'37"E, 804.36 feet to a point;
Thence S12°18'40"E, 66.33 feet to a point;
Thence S03°23'05"E, 40.57 feet to a point;
Thence S28°26'04"W, 55.92 feet to a point;
Thence S14°33'23"W, 250.87 feet to a point;
Thence S19°27'02"W, 38.96 feet to a point;
Thence S01°56'58"W, 28.44 feet to a point;
Thence S10°19'51"W, 83.08 feet to a point;
Thence S11°02'32"W, 70.83 feet to a point;
Thence S11°54'46"E, 26.11 feet to a point;
Thence S22°20'07"W, 35.88 feet to a point;
Thence S37°55'36"W, 32.61 feet to a point;
Thence S30°27'59"W, 101.65 feet to a point;
Thence S36°15'03"W, 47.59 feet to a point;
Thence S24°51'34"W, 71.60 feet to a point;
Thence S39°06'37"W, 19.80 feet to a point;
Thence S22°21'38"W, 64.87 feet to a point;
Thence S31°45'44"W, 60.22 feet to a point;
Thence S26°33'45"W, 53.82 feet to a point;
Thence S09°10'28"W, 21.50 feet to a point;
Thence S15°25'27"W, 45.94 feet to a point;
Thence S61°13'38"W, 21.80 feet to a point;
Thence S13°11'00"W, 27.70 feet to a point;
Thence S12°25'19"W, 50.29 feet to a point;
Thence N50°30'37"W, 121.40 feet to a point;
Thence S88°23'04"W, 756.91 feet to a point;
Thence N01°36'56"W, 466.67 feet to a point;

Thence S88°48'21"W, 838.36 feet to the point of beginning.

Said tract contains 62.37 acres, more or less.

EXHIBIT "A", CONT.

A tract of land situated in the S1/2SE1/4 and the NE1/4SE1/4 of Section 28, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point N43°14'40"E, 1211.30 feet from the southwest corner of the southeast quarter of Section 28;

Thence N01°36'56"W, 466.67 feet to a point;

Thence N88°48'21"E, 225.45 feet to a point;

Thence S01°01'18"E, 167.92 feet to a point;

Thence S81°42'43"E, 243.56 feet to a point;

Thence N01°09'05"W, 207.89 feet to a point;

Thence N81°01'05"E, 697.18 feet to a point;

Thence S11°02'32"W, 39.25 feet to a point;

Thence S11°54'46"E, 26.11 feet to a point;

Thence S22°20'07"W, 35.88 feet to a point;

Thence S37°55'36"W, 32.61 feet to a point;

Thence S30°27'59"W, 101.65 feet to a point;

Thence S36°15'03"W, 47.59 feet to a point;

Thence S24°51'34"W, 71.60 feet to a point;

Thence S39°06'37"W, 19.80 feet to a point;

Thence S22°21'38"W, 64.87 feet to a point;

Thence S31°45'44"W, 60.22 feet to a point;

Thence S26°33'45"W, 53.82 feet to a point;

Thence S09°10'28"W, 21.50 feet to a point;

Thence S15°25'27"W, 45.94 feet to a point;

Thence S61°13'38"W, 21.80 feet to a point;

Thence S13°11'00"W, 27.70 feet to a point;

Thence S12°25'19"W, 50.29 feet to a point;

Thence N50°30'37"W, 121.40 feet to a point;

Thence S88°23'04"W, 756.91 feet to the point of beginning.

Said tract contains 10.40 acres, more or less.