

Easement

This easement is entered into between Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996 ("Grantor"), whose address is Box 208, Clearmont, WY 82835 and Brenda L. Foster, as trustee of the Brenda L. Foster Trust, a revocable trust dated November 24, 2003 and Ralph Thomas Foster and Terrill Lynette Foster, husband and wife (hereafter collectively referred to as "Grantee"), whose address is 4161 Hwy 14-16 E., 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 and Exhibit B for purposes of ingress and egress to Grantee's lands described in attached Exhibit C.

This easement is subject to the following terms and conditions.

1. Use of Easement. Grantee may use the road only for agricultural and residential purposes; provided, however, the road may not be used to access any subdivision on the lands described in Exhibit C.
2. Description. This easement shall be 20 feet in width, being 10 feet on each side of the centerline shown in Exhibit A and Exhibit B.
3. Fences. Grantee will not fence the easement or place gates or cattleguards on the easement without the express written consent of Grantor.
4. Off Road Travel. Neither Grantee nor Grantee's invitees shall travel off the road or trespass on Grantor's property not subject to the easement, excluding the turning around of road maintenance equipment and Grantee's mowing of forage on an additional five (5) feet in width past the easement on either side of the centerline of the road.
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 or adding crushed shale, 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. Prohibited Activities. Grantee may not install or place utilities in the easement.
11. Default. If Grantee defaults under this agreement and fails to cure the default within 20 days after 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.

12. **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.

13. **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; provided, however, Grantor will not change the location of the easement so as to make it unreasonably difficult or impossible to access the property described in Exhibit B.

Dated this 7 day of September, 2004

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

Brenda L. Foster
Brenda L. Foster, as trustee of the Brenda L. Foster Trust,
a revocable trust dated November 24, 2003

Ralph Thomas Foster
Ralph Thomas Foster

Terrill Lynette Foster
Terrill Lynette Foster

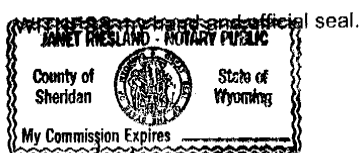
STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 7 day of September, 2004 by
Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996.
WITNESS my hand and official seal.

Tom C. Davis
Notary Public
My Commission Expires: Nov. 26, 2005

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 21 day of Sept, 2004 by
Brenda L. Foster, as trustee of the Brenda L. Foster Trust, a revocable trust dated November 24, 2003.



STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 21 day of Sept, 2004 by
Ralph Thomas Foster and Terrill Lynette Foster.

WITNESS my hand and official seal.



Janet Bresland
Notary Public
My Commission Expires: 11-2-2005

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EXHIBIT "A"

20' 50" ^{SDT}
Re: ~~30'~~ Access Easement for Brenda Lou Foster, as Trustee of the Brenda Lou Foster Revocable Trust dated November 24, 2003 and Ralph Thomas Foster and Terrill Lynette Foster, husband and wife
Record Owner: Sheri D. Tietjen
August 16, 2004

^{SDT} twenty (20') ~~thirty (30)~~ feet wide, ^{+ cn (10') _{SDT}} ~~fifteen (15)~~ feet each side of the following described centerline situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 54 North, Range 79 West, 6th Principal Meridian, Sheridan County, Wyoming; said tract described as follows, to-wit:

Beginning at a point of intersection of the southeasterly right-of-way line of CB&Q Railroad with the north line of said Section 3 and which said point is 684.5 feet west of the northeast corner of said Section 3, thence west along the north line of said Section to the north quarter corner thereof, thence south to the southwest corner of NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Lot 2) of said Section 3, thence S54°24'E a distance of 947.6 feet to the southeasterly right-of-way line of the CB&Q Railroad, thence N34°20'E Along said right-of-way line to the point of beginning;
as shown as **EASEMENT 1** on Exhibit "B" attached hereto and by this reference made a part hereof; said centerline of **EASEMENT 1** being more particularly described as follows:

Commencing at the northwest corner of said Section 3; thence S61°45'16"E, 3932.35 feet to the **POINT OF BEGINNING** of said easement, said point lying on the centerline of State Highway 14-16; thence N53°31'52"W, 444.55 feet along said centerline to a point; thence N62°22'16"W, 443.56 feet along said centerline to a point; thence N70°29'13"W, 68.14 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the west line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and being S0°48'55"E, 41.90 feet from the northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3.

Said easement being 956.25 feet in length.

Basis of Bearing is Wyoming State Plane (East Central Zone).

EXHIBIT "A"

20/50
Re: 30' Access Easement for Brenda Lou Foster, as Trustee of the Brenda Lou Foster Revocable Trust dated November 24, 2003 and Ralph Thomas Foster and Terrill Lynette Foster, husband and wife
Record Owner: Sheri D. Tietjen

August 16, 2004

ten (10)
SDT
An access easement for ingress and egress on an existing road being ~~thirty (30)~~ ^{twenty (20)} feet wide, ~~fifteen (15)~~ ^{ten (10)} feet each side of the following described centerline situated in Lot 4 of Section 3, Township 54 North, Range 79 West, 6th Principal Meridian, Sheridan County, Wyoming; SW¹/₄SW¹/₄ of Section 34; SE¹/₄, NE¹/₄SW¹/₄, and S¹/₂NW¹/₄ of Section 33; Township 55 North, Range 79 West, 6th Principal Meridian, Sheridan County, Wyoming, as shown as **EASEMENT 2** on **Exhibit "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northwest corner of said Section 3; thence S79°15'38"E, 1362.72 feet to the **POINT OF BEGINNING** of said easement; thence, along said centerline, through a curve to the left having a radius of 572.96 feet, a central angle of 27°38'45", an arc length of 276.46 feet, a chord bearing of N61°30'45"W, and a chord length of 273.78 feet; thence N75°20'07"W, 377.47 feet along said centerline to a point; thence, along said centerline, through a curve to the right having a radius of 1,909.86 feet, a central angle of 10°24'53", an arc length of 347.16 feet, a chord bearing of N70°07'40"W, and a chord length of 346.68 feet to a point; thence N64°55'14"W, 387.13 feet along said centerline to a point; thence, along said centerline, through a curve to the left having a radius of 3,819.72 feet, a central angle of 14°32'26", an arc length of 969.38 feet, a chord bearing of N72°11'27"W, and a chord length of 966.78 feet to a point; thence N79°27'40"W, 1,006.54 feet along said centerline to a point; thence, along said centerline, through a curve to the right having a radius of 572.96 feet, a central angle of 32°48'42", an arc length of 328.12 feet, a chord bearing of N63°03'19"W, and a chord length of 323.65 feet; thence N46°38'58"W, 1,140.73 feet along said centerline to a point; thence N42°32'18"W, 485.79 feet along said centerline to a point; thence N38°40'01"W, 352.86 feet along said centerline to a point; thence N40°45'06"W, 254.96 feet along said centerline to a point; thence N39°27'32"W, 673.43 feet along said centerline to a point; thence N39°44'07"W, 1,065.09 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the north line of said S¹/₂NW¹/₄ and being N22°55'38"E, 1451.57 feet from the west quarter corner of said Section 33.

Said easement being 7,665.12 feet in length.

Basis of Bearing is Wyoming State Plane (East Central Zone).

SCALE: 1"=1000'
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)



EXHIBIT "B" 30' ACCESS EASEMENT

CLIENT: BRENDA LOU FOSTER

LOCATION: LOT 4, SWANEEK, SEKAWA OF SECTION 3,
TOWNSHIP 54 NORTH, RANGE 79 WEST, S34NW4, NEKSW4,
NWKSEK, SKSEK, OF SECTION 33, AND THE SWKSW4 OF
SECTION 34, TOWNSHIP 55 NORTH, RANGE 79 WEST, 6th
PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.

RESTFELDT
URVEYING

PO BOX 3002
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 24041
DN: 2004/20040410
PAF: 1,000:51245
JULY 16, 2004

- LEGEND:**
- ◆ FOUND L.Z. LETTER BRASS CAP
 - FOUND BLM BRASS CAP
 - NOTHING FOUND/NOTHING SET
 - CENTERLINE 30' ACCESS EASEMENT
 - SECTION LINE
 - INTERIOR SECTION LINE
 - PROPERTY LINE

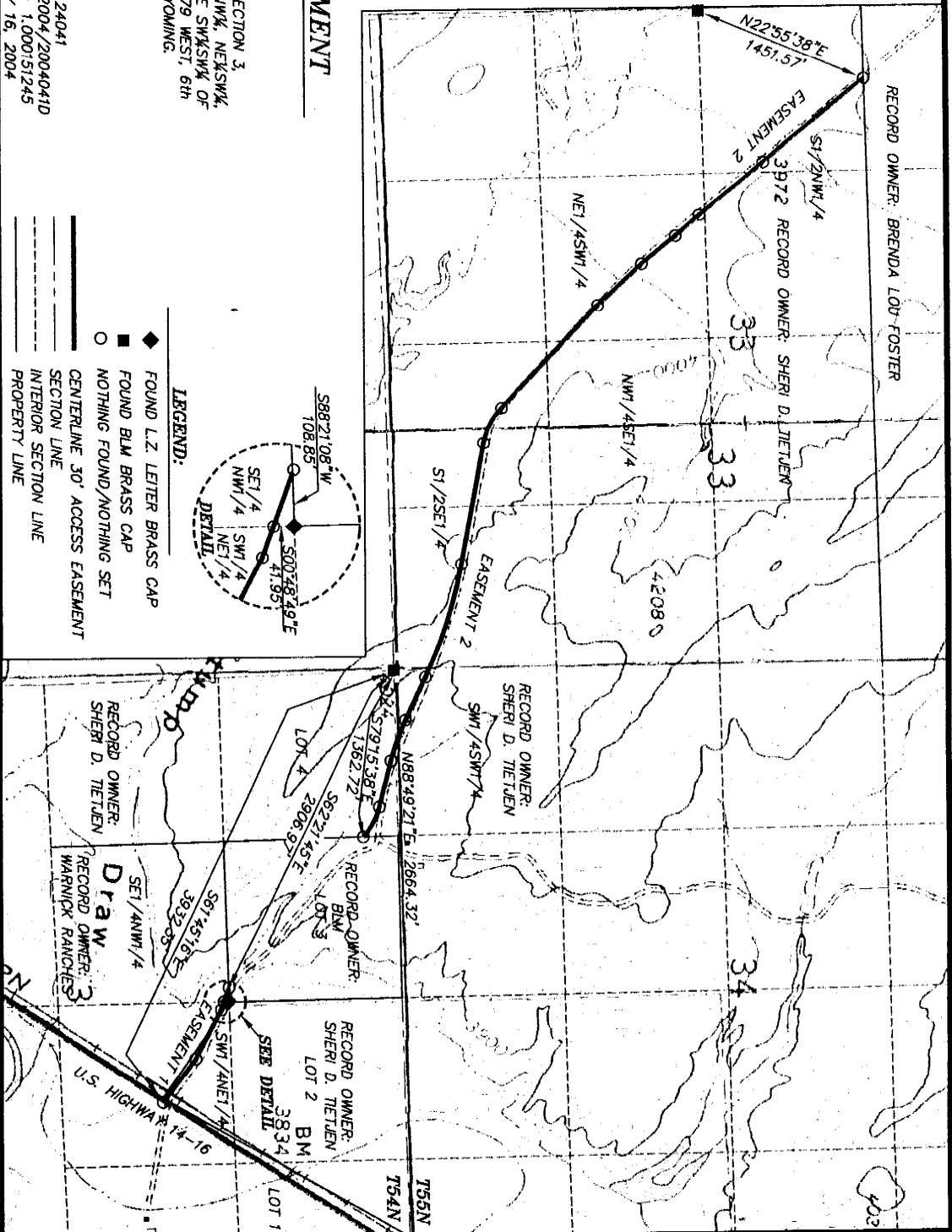
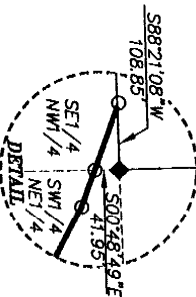


Exhibit C

1. That property described in the Quitclaim Deed from Brenda Lou Foster, as Grantor, to Brenda Lou Foster as trustee of the Brenda Lou Foster Trust, a revocable trust dated November 24, 2003 recorded in Book 448 of Deeds at Page 688 in the Office of the County Clerk of Sheridan County, Wyoming.

2. That property described in the Quitclaim Deed from Ralph Thomas Foster and Terrill Lynette Foster to L.O.K. Land Trust recorded in Book 407 of Deeds at Page 150 in the Office of the County Clerk of Sheridan County, Wyoming