

EASEMENT

This easement is entered into between Sheri D. Tietjen as Trustee of the Sheri D. Tietjen Revocable Trust dated October 2, 1996 (hereinafter "Grantor") whose address is Box 208, Clearmont, WY 82835 and Ira and Peggy Lee Roadifer (hereinafter referred to as "Grantee") whose address is 258 South Lobban, Buffalo, WY 82834.

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 A1 & A2, 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 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 A1 and A2 and Exhibit B.
3. Fences Grantee will not fence the easement or place gates or cattle guards 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 cattle guards 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 right 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, Grantor releases Grantor, and 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 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 ⁸⁵⁴ of Grantor's property to the ending point being 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 is unreasonably difficult or impossible to access the property described in Exhibit B.

Dated this 21 day of May, 2007

Ira Roadifer
Ira Roadifer

Peggy Lee Roadifer
Peggy Lee Roadifer

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

STATE OF Wyoming)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 7th day of

May, 2007 by Peggy Lee Roadifer.

Witness my hand and official seal.

Brandi M. Bader
Notary Public

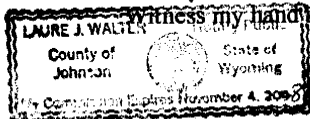
My Commission Expires: 1-3-11

STATE OF Wyoming)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 7th day of

May, 2007 by Ira Roadifer.

Witness my hand and official seal.



Laure J. Walter
Notary Public

My Commission Expires: _____

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me this 21 day of

May, 2007 by Sheri Tietjen as Trustee of the Sheri D. Tietjen Revocable
trust dated October 2, 1996

Witness my hand and official seal.

Tom C. Tietjen
Notary Public

My Commission expires: Nov. 26, 2009

EXHIBIT A1

Re: 20' Access Easement for Peggy and Ira Roadifer
Record Owner: Sheri D. Tietjen

An access easement for ingress and egress on an existing road being twenty (20) feet wide, ten (10) feet each side of the following described centerline situated in the SW1 ¼ NE1 ¼ 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 NW1/4NE1/4 (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 ¼ NE ¼ and being S0° 48'55"E, 41.90 feet from the northwest corner of said SW ¼ NE ¼ of Section 3.

Easement being 956.25 feet in length.

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

EXHIBIT A2

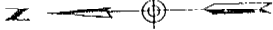
Re: 20' Access Easement for Peggy and Ira Roadifer
Record Owner: Sheri D. Tietjen

An access easement for ingress and egress on an existing road being twenty (20) feet wide, 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; SW ¼ of Section 34; SE ¼, NE ¼ SW ¼, and S ½ NW ¼ 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 cord bearing of N61°30'45"W, and a cord 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 cord bearing of N70°07'40", and a chord length of 346.68 feet to a point; then 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 79°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°48'43", an arc length of 328.12 feet, a chord bearing of 63°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 **POINT OF TERMINUS** of said easement, said point lying on the north line of said S ½ NW ¼ 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)

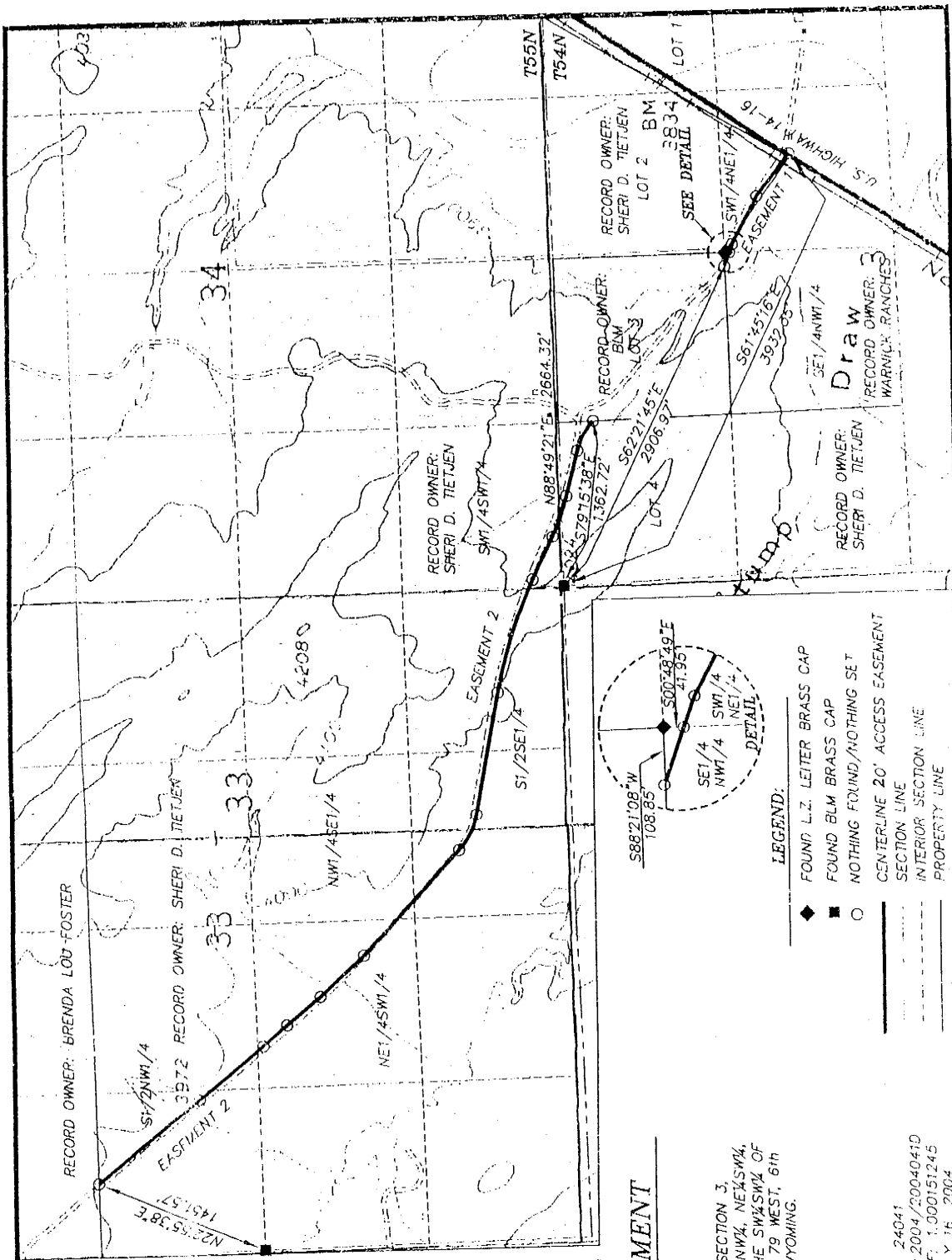


EXHIBIT "B" 20' ACCESS EASEMENT

LOCATION: LOT 4, SW¼, SE¼NW¼ OF SECTION 3,
TOWNSHIP 54 NORTH, RANGE 79 WEST, S½NW¼, NE¼SW¼,
NW¼SE¼, S½SE¼, OF SECTION 33, AND THE SW¼SW¼ OF
SECTION 34, TOWNSHIP 55 NORTH, RANGE 79 WEST, 6th
PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.

RESTFELDT
SURVEYING

P.O. BOX 3082
SHERIDAN, WY 82801
307-672-7415
JULY 16, 2004



LEGEND:

- ◆ FOUND L.Z. LEITER BRASS CAP
- FOUND BLM BRASS CAP
- NOTHING FOUND/NOTHING SET
- CENTERLINE 20' ACCESS EASEMENT
- - - SECTION LINE
- - - INTERIOR SECTION LINE
- PROPERTY LINE

EXHIBIT C

Re: 20' Access Easement for Ira and Peggy Roadifer

Record Owner: Ira and Peggy Roadifer

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 55 North, Range 79 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 (BLM brass cap); thence N88° 35'46"E, 480.08 feet along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point; thence S00° 29'23"E, 740.95 feet to a point; thence S82° 46'12"W, 275.40 feet to a point; thence N63° 23'55"W, 49.40 feet to the well site location, continuing 182.53 feet to a point lying on the west line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N00° 29'37"W, 659.99 feet along said west line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the **POINT OF BEGINNING** of said tract.

Said tract contains 8.13 acres of land, more or less.

Basis of Bearing is Wyoming Coordinate System NAD 27, East Central Zone.