

EASEMENT

FOR VALUE RECEIVED, S. K. Johnston, Jr. ("Grantor") grants to D. Bruce Burns ("Grantee"), whose address is P. O. Box 6027, Sheridan, Wyoming 82801, the right to travel over any portion of the Granite Ridge Access Road, also known as the Gulf Road, which is described on attached Exhibit A, located on lands owned or controlled by S. K. Johnston, Jr. and the right to come upon the following described lands:

See attached Exhibit B.

for personal recreational purposes provided that D. Bruce Burns will not exercise this right in a manner which would materially interfere with S. K. Johnston, Jr.'s use of the property and further provided that Grantee will give advance notice of his intent to come upon the lands, which notice may, among other means, be given by leaving messages on telephone answering machines of employees of the Grantor.

This easement shall be personal to D. Bruce Burns and may be exercised by him and guests accompanying him and shall in any event terminate when D. Bruce Burns no longer owns any land, either as a trustee or individually, in Sections 23, 24, 25, and 26 of Township 54 North, Range 84 West.

In the exercise of this easement, Burns may not use S. K. Johnston, Jr.'s land for fishing or hunting, and Burns shall not operate a motorcycle or all terrain vehicle on S. K. Johnston, Jr.'s land without S. K. Johnston, Jr.'s permission.

To the maximum extent permitted by law, Grantee, for himself, his successors and assigns releases, waives and discharges Grantor, his successors and assigns from all liability, loss, damage, or claims, for injury arising out of the use of this easement, to the person or property of Grantee or to any person using the easement with the consent of Grantee. To the maximum extent permitted by law, Grantee shall indemnify and hold Grantor harmless from all claims, liabilities, costs, expenses, and causes of action by Grantee or any person using the easement with Grantee's consent for injury to or death of a person and for damage to or destruction of property which arise out of use of the easement and regardless of whether such injury, death, damage or destruction is contributed to by Grantor's negligence and regardless of whether Grantor has been concurrently negligent.

DATED this 31st day of October, 1989.

S. K. JOHNSTON, JR.

STATE OF WYOMING )

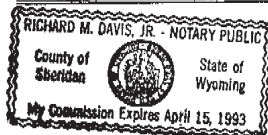
) SS.

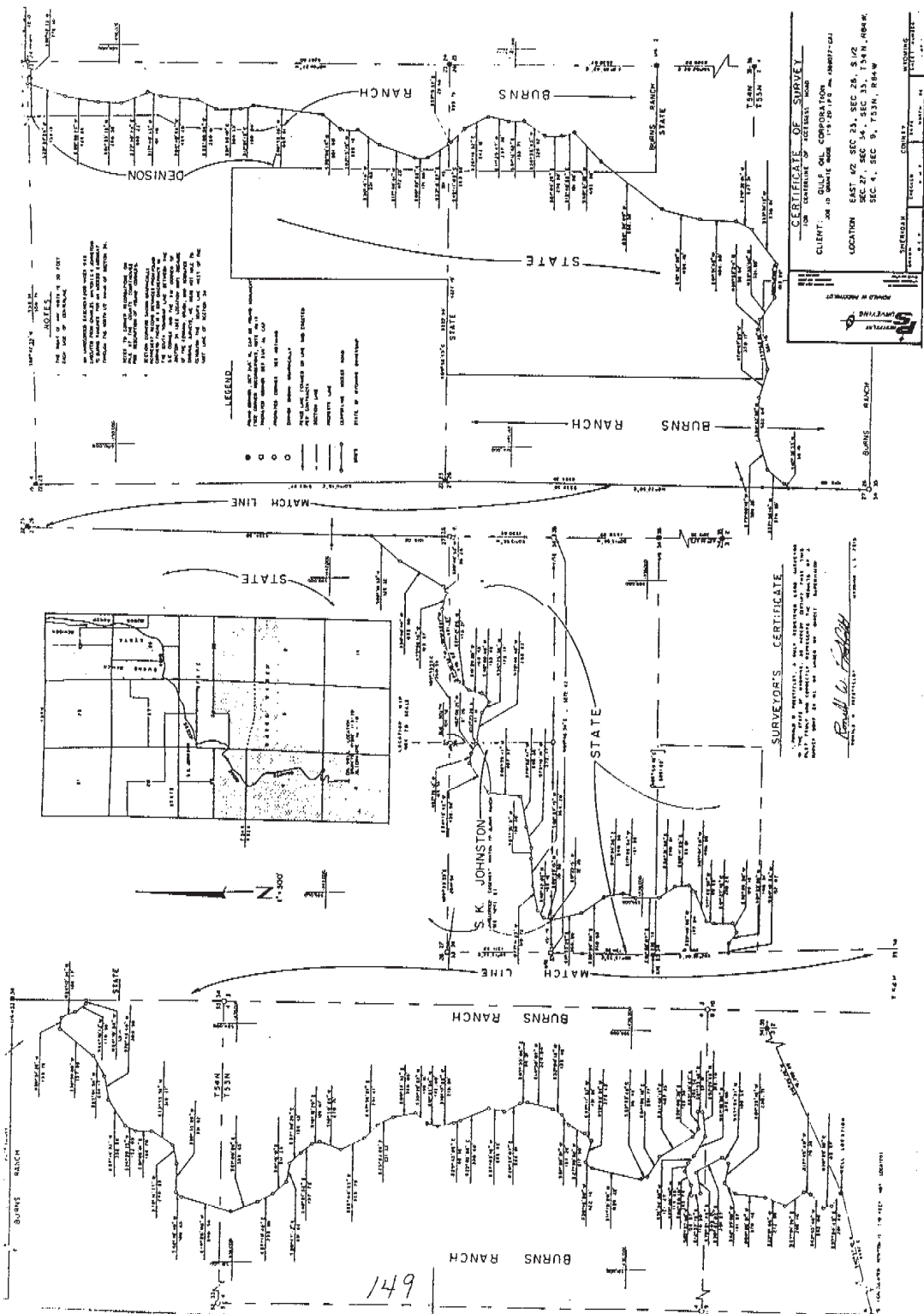
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 31st day of October, 1989, by S. K. Johnston, Jr.  
WITNESS my hand and official seal.

Richard M. Davis, Jr.  
Notary Public

My Commission Expires:





150

EXHIBIT B

Township 53 North, Range 83 West, 6th P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6 and 7, SE1/4NW1/4,  
S1/2NE1/4, E1/2SW1/4, SE1/4 (All)

Township 53 North, Range 84 West, 6th P.M.

Section 1: Lots 1, 2, 3 and 4, S1/2N1/2, N1/2SW1/4,  
NW1/4SE1/4

Section 2: Lots 1, 2, 3 and 4, S1/2N1/2, N1/2S1/2

Section 3: Lots 1, 2, 3 and 4, S1/2N1/2, S1/2 (All)

Section 10: N1/2NW1/4, N1/2NE1/4, N1/2SE1/4NE1/4

Township 54 North, Range 83 West, 6th P.M.

Section 30: The existing road through the W1/2SW1/4

Section 31: Lots 1, 2, 3, 4, E1/2NW1/4, E1/2SW1/4, SE1/4,  
N1/2N1/2NE1/4

Township 54 North, Range 84 West, 6th P.M.

Section 25: The existing road known as the AT&T Road and  
the existing road which commences on the  
easterly line of a tract of land described in  
Book 324 of Deeds at page 187 and runs in an  
easterly direction and joins the AT&T Road.

Section 34: SE1/4 and S1/2SW1/4

Section 35: S1/2