

EASEMENT AGREEMENT

This Agreement made and entered into this 3rd day of August, 2000, by and between ALMEDA PIERCE, a single person, hereinafter referred to as "PIERCE," and GARY G. KOLTISKA and VICKI JO KOLTISKA, husband and wife, whose address is 129 Cat Creek Road, Sheridan, Wyoming 82801, hereinafter referred to as "KOLTISKAS";

WITNESSETH:

For and in consideration of the promises herein contained, and the sum of Ten and More Dollars (\$10.00), in hand paid by KOLTISKAS to PIERCE, the parties agree as follows:

I.

PIERCE does hereby grant KOLTISKAS a non-exclusive easement thirty feet (30') in width, for egress and ingress to property owned by KOLTISKAS, over and across a strip of land located in Sheridan County, Wyoming, legally described as follows, to-wit:

A private road for ingress and egress being 30 feet wide lying 15 feet on each side of a centerline situated in the NW1/4 of Section 2, T55N, R83W, of the 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

BEGINNING at a point on the centerline of the Cat Creek County Road (Sheridan County Road #133), said point being N89°36'59"E, 1240.82 feet from the NW Corner of said Section 2; thence along the centerline of an existing road the following courses and distances:

S52°23'05"E, 186.19 feet; S73°43'48"E, 159.97 feet; N89°34'03"E, 81.31 feet; N63°54'39"E, 81.49 feet; N57°52'35"E, 199.64 feet; N89°25'31"E, 382.28 feet; S61°39'18"E, 64.20 feet; S15°13'30"E, 67.85 feet; S01°11'10"E, 250.95 feet; S09°19'25"E, 116.22 feet; S23°45'12"E, 128.56 feet; S32°04'27"E, 187.64 feet; S37°43'48"E, 191.51 feet to the POINT OF TERMINUS on the East line of said NW1/4, said point being S00°40'17"W, 906.21 feet from the N1/4 Corner of said Section 2. Lengthening and shortening the side lines to intersect the boundary lines.

II.

This easement may be used by KOLTISKAS, their guests, agents, successors in interest, heirs and assigns, for access to the real property described on Exhibit "A". Said easement is to be appurtenant to the real property described in Exhibit "A".

III.

In the event that the existing road width is modified or widened all such modifications shall be done on the Northeastern side (towards the hillside) to prevent further encroachment of the road in the pasture/hay land and to prevent the need to move the existing fence located on the Southwestern side of the road. In the event the legal description of the easement described above extends beyond to the Southwest of the existing fence line on the Southwest side of the road, the

legal description shall be modified such that the easement width shall be thirty (30) feet in width starting from the existing fence line towards the Northeast (towards the hillside). KOLTISKAS shall not have the right to move or relocate the existing fence on the Southwest side of the easement.

IV.

Maintenance costs, if any, will be based upon use. It is understood that this easement grant is for use of the existing ranch road. KOLTISKAS may improve the existing road in order to allow cattle shipping trucks access to their property or make other improvements which are consistent with ingress and egress to their property. KOLTISKAS when doing any maintenance or improvements shall take necessary steps to ensure that no rocks are placed on the Southwest side of the existing fence.

V.

The Cat Creek County Road terminates at the beginning point of the easement described above. If vacated or abandoned by Sheridan County, PIERCE shall have no maintenance responsibility to KOLTISKAS for the abandoned portions of the said county road.

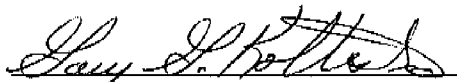
VI.

KOLTISKAS, at their expense, may replace gates with cattleguards. Any cattleguards installed shall be installed in a manner in which they are elevated above the normal grade of the road and are in compliance with existing County regulations which shall be of legal size and nature. Additionally, any cattleguards installed shall also have a gate constructed on one side of the cattleguard to provide for the movement of livestock.

VII.

This agreement is binding upon the heirs, assigns and successors in interest of the parties.

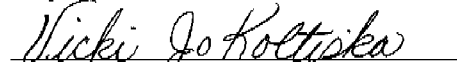
WITNESS our hands and seals the date first above written.



Gary G. Koltiska



Almeda Pierce



Vicki Jo Koltiska

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 4 day of August, 2000, by Gary G. Koltiska and Vicki Jo Koltiska.

Witness my hand and official seal.



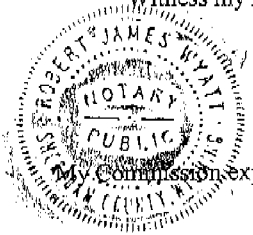
John G. Fern
Notary Public

My Commission expires: Nov. 24, 2001

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3rd day of August, 2000, by Almeda Pierce.

Witness my hand and official seal.



Robert James Hyatt
Notary Public

My Commission expires: March 19, 2003

EXHIBIT "A"

Township 55 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 12: E1/2, SW1/4