

MUTUAL LICENSE

for

FENCE and CREEK ACCESS

THIS AGREEMENT made and entered into this 30th day of December, 1994, by and between Kip Michael Bethurem and Shirley Bethurem, husband and wife, of Sheridan County, State of Wyoming, and Arnold Fay Bethurem and Williscene Lou Bethurem, husband and wife, of Sheridan County, and State of Wyoming.

W I T N E S S E T H, that:

WHEREAS, Kip Michael Bethurem and Shirley Bethurem, husband and wife, are the owners of the following described real property, situate in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situated in the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7 and the W $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract more particularly described as follows:

Commencing at the east quarter corner of said Section 7; thence S75°18'50"W, 833.45 feet to the POINT OF BEGINNING of the herein described tract, said point lying on the easterly right of way line of U.S. Highway No. 14; thence N82°12'18"E, 391.25 feet along the south line of a tract of land described in Book 363 of Deeds, Page 551 to a point; thence S16°23'00"E, 1142.00 feet to a point; thence N77°12'55"E, 356.07 feet to a point; thence N07°20'46"E, 240.81 feet to a point; thence N63°47'13"E, 186.24 feet to a point, said point lying on the west line of said tract described in Book 363 of Deeds, Page 551; thence S12°28'00"E, 346.54 feet along said west line of a tract described in Book 363 of Deeds, Page 551 to a point; thence S73°16'42"E, 260.49 feet along said west line of a tract described in Book 363 of Deeds, Page 551 to a point; thence S19°03'06"W, 34.89 feet along said west line of a tract described in Book 363 of Deeds, Page 551 to a point; thence S81°19'05"E, 143.05 feet along said west line of a tract described in Book 363 of Deeds, Page 551 to a point, said point lying on the north line of a tract of land described in Book 22 of Deeds, Page 537; thence S87°10'08"W, 45.75 feet along said north line of a tract described in Book 22 of Deeds, Page 537 to a point, said point lying on the south line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S89°48'43"W, 28.22 feet along said north line of a tract described in Book 22 of Deeds, Page 537 and said south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point; thence Due South, 162.50 feet along said north line of a tract described in Book 22 of Deeds, Page 537 to a point; thence S87°00'54"W, 819.73 feet along said north line of a tract described in Book 22 of Deeds, Page 537 to a point, said point lying on the west line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, and being S00°23'27"E, 202.50 feet from the northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S00°23'27"E, 91.44 feet along said west line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the west line of said tract of land described in Book 22 of

Deeds, page 537 to a point, said point lying on the easterly right of way line of U.S. Highway No. 14; thence N39°23'56"W, 682.54 feet along said easterly right of way line to a point; thence through a curve to the right, having a radius of 1587.02 feet, a central angle of 24°14'21", an arc length of 671.39 feet, a chord bearing of N27°17'12"W, and a chord length of 666.40 feet along said easterly right of way line to a point; thence N15°09'42"W, 300.32 feet along said easterly right of way line to the POINT OF BEGINNING.

WHEREAS, Arnold Fay Bethurem and Willisene Lou Bethurem,

husband and wife, are the owners of the following described real property, situate in the county of Sheridan, State of Wyoming, to-

wit:

A tract of land situated in the NE¼SE¼ of Section 7 and the NW¼SW¼ of Section 8, Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract more particularly described as follows:

Commencing at the east quarter corner of said Section 7; thence S00°23'27"E, 100.84 feet to the POINT OF BEGINNING of the hereinafter described tract, said point lying on the east line of said NE¼SE¼; thence S82°12'18"W, 423.18 feet along the south line of a tract of land described in Book 363 of Deeds, page 551 to a point; thence S16°23'00"E, 1142.00 feet to a point; thence N77°12'55"E, 356.07 feet to a point; thence N07°20'46"E, 240.81 feet to a point; thence N63°47'13"E, 186.24 feet to a point, said point lying on the west line of said tract described in Book 363 of Deeds, page 551; thence N01°32'26"E, 229.55 feet along said west line of a tract described in Book 363 of Deeds, page 551 to a point; thence N03°36'24"W, 216.85 feet along said west line of a tract described in Book 363 of Deeds, page 551 to a point; thence N21°40'32"E, 168.55 feet along said west line of a tract described in Book 363 of Deeds, page 551 to a point; thence N51°21'02"E, 200.41 feet along said west line of a tract described in Book 363 of Deeds, page 551 to a point, said point lying on the south line of a tract of land described in Book 350 of Deeds, page 255; thence N87°47'25"W, 659.76 feet along said south line of a tract described in Book 350 of Deeds, page 255 to the POINT OF BEGINNING; and

WHEREAS, the parties desire access to permit themselves, their families, tenants, employees, and visitors to have ingress and egress to lands owned by each other as described above; and

WHEREAS, the parties desire permission for the parties, their families, tenants, employees, and visitors to have full license and authority to fish in, and otherwise use, all of that portion of prairie dog creek which crosses the above-described parcels of property, and also to traverse and use the banks of the said creek for any purpose necessary to the proper exercise of this license, and to pass and repass over the said above-described properties;

WHEREAS, the parties desire permission for the parties, their families, tenants, employees, and visitors to have full license and

authority for access to all fence lines that cross or are located upon or along the above-described parcels of property, for any purpose reasonably useful to the enjoyment of their respective parcels, and to pass and repass over the said above-described properties for such purpose;

LICENSE for CREEK ACCESS

NOW THEREFORE, in consideration of the above and foregoing, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby grant unto each other and to their families, tenants, employees, and visitors, the right to ingress and egress to and over lands owned by each other as described above. This license is granted to enable the parties their families, tenants, employees, and visitors to have full license and authority to fish in, and otherwise use, all of that portion of Prairie Dog Creek which crosses the above-described parcels of property, and also to traverse and use the banks of the said Creek for any purpose necessary to the proper exercise of this license, and to pass and repass over the said above-described properties and over any bridges across said Creek to have access to each other's lands as described above.

As additional consideration for this grant, the parties agree as follows:

1. Such creek access shall be exercised upon roadways and/or pathways that are either surveyed and/or that have been the subject of mutual recognition by the parties as of the date of this agreement.

2. The parties, their heirs, successors in interest and assigns shall hold each other, their successors in interest and assigns harmless from any and all liability for injury, death or property damage sustained by the parties, their heirs, successors in interest and assigns, or their employees or invitees on each other's lands.

3. The parties further understand and agree that the parties will make no sublease, assignment, or sublicense of this license without the consent and permission of each other.

4. These mutual licenses shall terminate upon conveyance of either of the above-described parcels to anyone not a party to this agreement, and renters or lessees of either parcel shall not have the right to exercise the licenses granted herein.

LICENSE for FENCE ACCESS

NOW THEREFORE, in consideration of the above and foregoing, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby grant unto each other and to their families, tenants, employees, and visitors, the right to ingress and egress to and over lands owned by each other as described above. This license is granted to enable the parties their families, tenants, employees, and visitors to have full license and authority for access to all fence lines that cross or are located upon or along the above-described parcels of property, for any purpose reasonably useful to the enjoyment of their respective parcels, and to pass and repass over the said above-described properties for such purpose.

As additional consideration for this grant, the parties agree as follows:

1. Such fence access shall be exercised upon roadways and/or pathways that are either surveyed and/or that have been the subject of mutual recognition by the parties as of the date of this agreement.

2. The parties, their heirs, successors in interest and assigns shall hold each other, their successors in interest and assigns harmless from any and all liability for injury, death or property damage sustained by the parties, their heirs, successors in interest and assigns, or their employees or invitees on each other's lands.

3. These mutual licenses shall terminate upon conveyance of either of the above-described parcels to anyone not a party to this agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 30th day of December, 1994.


Kip Michael Bethuren

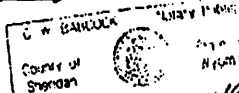

Shirley Bethuren


Arnold Fay Bethuren


Williscene Lou Bethuren

STATE OF WYOMING 1
COUNTY OF Sheridan SS

The foregoing instrument was acknowledged before me the 30 day of December, 1994, by KIP MICHAEL BETHUREM and SHIRLEY BETHUREM.




NOTARY PUBLIC

My Commission Expires: April 14, 1997

STATE OF WYOMING 1
COUNTY OF SHERIDAN 1

The foregoing instrument was acknowledged before me the day of 30th December 1994, by ARNOLD FAY BETHUREM and WILLISCENE LOU BETHUREM.


NOTARY PUBLIC

My Commission Expires: 1997