

## Agreement and Acknowledgment

This Agreement and Acknowledgment is made and entered into this 21 day of JUNE, 2004, by and between **Jane Dunbar** whose address is 2423 Passaic Road, Leiter, Wyoming 82837 and **BankOne Texas N.A., Trustee of the Jane Dunbar Trust Created by the Will of Arabel Rowe Dunbar dated November 29, 1982**, of P.O. Box 2050, Ft. Worth, Texas 76113, doing business as the Fence Creek Ranch (hereinafter, collectively, "Fence Creek Ranch") and **Clifton J. Ritchie** of 4000 Nepstad Drive, Gillette, Wyoming 82716 (hereinafter "Ritchie").

### WITNESSTH

Whereas, Fence Creek Ranch owns lands in Sheridan County, Wyoming, consisting of approximately 140 acres, more or less, described as follows:

Township 58 North, Range 76 West, 6<sup>th</sup> P.M.  
Section 31 and 32:                      Tract 48

(hereinafter the "Lands"), and

Whereas, the Lands are fenced into adjacent lands owned by Ritchie, and

Whereas, Ritchie, and Ritchie's predecessors in title, have used the Lands for grazing and agricultural purposes for many years, with the permission of Fence Creek Ranch, and its predecessors in title, and

Whereas, the parties wish to acknowledge that Ritchie's use of the Lands is with the permission of Fence Creek Ranch.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed and acknowledged by the parties as follows:

1. Use of the Lands by Ritchie, or his predecessors in title, has been and continues to be with the permission of Fence Creek Ranch, or its predecessors in title.
2. The parties agree that notwithstanding the location of boundary fences which may now exist or hereafter been constructed on or adjacent to the Lands, the actual property line shall be as described in the various deeds by which the parties acquired title to their respective lands.
3. Fence Creek Ranch hereby grants to Ritchie the right to use the Lands in

the future, provided, however, this right of use shall be limited to grazing and other agricultural uses, and shall not extend the construction of buildings or roads, nor shall the lands be used by Ritchie for mining or oil and gas operations or any other uses which are not agricultural in nature.

4. The right of use granted hereby by Fence Creek Ranch to Ritchie may be revoked by Fence Creek Ranch upon sixty (60) days written notice to Ritchie.

5. Notwithstanding any revocation of the right of use granted hereby, Ritchie shall have the right to construct upon the lands and maintain a buried stock water pipeline 2" in diameter, the location of which shall be as agreed between the parties.

6. This Agreement and Acknowledgment shall be binding upon the parties and their respective heirs, successors and assigns.

**Fence Creek Ranch**

By: Jane Dunbar  
Jane Dunbar

**BankOne Texas N.A., Trustee of the Jane  
Dunbar Trust created by the will of Arabel Rowe  
Dunbar dated November 29, 1982**

By: \_\_\_\_\_  
Walter C. Richburg - Vice President

**Ritchie**

Clifton J. Ritchie  
Clifton J. Ritchie

STATE OF WYOMING

)  
: ss

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**Fence Creek Ranch**

By: \_\_\_\_\_  
Jane Dunbar

**BankOne Texas N.A., Trustee of the Jane  
Dunbar Trust created by the will of Arabel Rowe  
Dunbar dated November 29, 1982**

By: Walter C. Richburg  
Walter C. Richburg - Vice President

**Ritchie**

Clifton J. Ritchie  
Clifton J. Ritchie

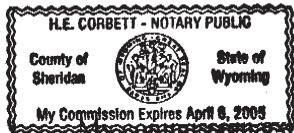
STATE OF WYOMING

)  
: ss

COUNTY OF SHERIDAN)

Subscribed, sworn to and acknowledged before me by Jane Dunbar, this 12  
day of JULY, 2004.

WITNESS my hand and official seal.



[Signature]  
Notary Public  
My commission expires: 4/6/09

STATE OF TEXAS                    )  
  : ss  
COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me by Walter C. Richburg, Vice  
President of BankOne Texas N.A., Trustee of the Jane Dunbar Trust created by the will  
of Arabel Rowe Dunbar dated November 29, 1982 this \_\_\_\_\_ day of  
\_\_\_\_\_, 2004.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF WYOMING                )  
  : ss  
COUNTY OF \_\_\_\_\_ )

COUNTY OF SHERIDAN)

Subscribed, sworn to and acknowledged before me by Jane Dunbar, this \_\_\_\_\_  
day of \_\_\_\_\_, 2004.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

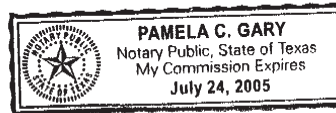
STATE OF TEXAS                    )  
  : ss  
COUNTY OF Tarrant            )

Subscribed, sworn to and acknowledged before me by Walter C. Richburg, Vice  
President of BankOne Texas N.A., Trustee of the Jane Dunbar Trust created by the will  
of Arabel Rowe Dunbar dated November 29, 1982 this 14 day of  
July, 2004.

WITNESS my hand and official seal.

Pamela C. Gary  
Notary Public

My commission expires: 7-24-05



STATE OF WYOMING                )  
  : ss  
COUNTY OF \_\_\_\_\_        )

Subscribed, sworn to and acknowledged before me by Clifton J. Ritchie, this  
29 day of June, 2004.

WITNESS my hand and official seal.

Norma Reed  
Notary Public

My commission expires: April 28, 2005

