

**AGREEMENT TERMINATING AGREEMENT DATED MARCH 12, 1987 AND**  
**RESTATING AGREEMENT BETWEEN THE PARTIES**  
**WITH RESPECT TO REAL PROPERTY**

THIS AGREEMENT is entered into this 16th of July, 2013, by and between Bozeman Trail Art, LLC, a Wyoming Limited Liability Company, whose address is 600 Krystal Building, One Union Square, Chattanooga, TN 37402, hereinafter "Bozeman," and Dan J. Norris and Joanne H. Norris, husband and wife, whose address is 194 North Main Street, Sheridan, WY 82801 hereinafter, "Norris."

**RECITALS**

WHEREAS, Bozeman is the owner of all of Lot 7, Thurmond's First Addition to the City of Sheridan, commonly known as "*Bozeman Trail Gallery*" and,

WHEREAS, Norris is the owner of Lot 8, except the North 9 inches, Thurmond's First Addition to the City of Sheridan, commonly known as "*D J Coins*" and,

WHEREAS, the predecessors in title to Lots 7 & 8 entered into an *AGREEMENT FOR MUTUAL AND RECIPROCAL EASEMENTS* dated March 12, 1987, which was recorded in the office of the Clerk and Recorder on June 1, 1987 in Book 311 at Page 307, and which the parties desire to terminate and restate their Agreements with respect to use, ownership of portions of the above real property, and easements for access to and from said properties.

NOW, THEREFORE, in consideration of the premises and the covenants and undertakings hereinafter set forth, it is mutually agreed by and between the parties as follows:

1.

The Agreement dated March 12, 1987, above referred to is hereby terminated and of no further force or effect.

2.

The parcels of real property above described are adjacent to and contiguous with one another and share certain improvements including the stairways providing access to the second floor space on both the east and west sides of the buildings located on Lots 7 & 8, a common area on the second floor of said buildings and a common roof over the existing common areas.



3.

Bozeman desires to remodel the second floor space, which will result in the elimination of the current common spaces, but will maintain common access to the stairways and change the overall floor plan for the second floor, all according to the plan, which is attached hereto as Exhibit "A." In addition, Bozeman will repair and/or replace the skylight and that portion of the roof over the present common areas of the buildings. Norris has reviewed the plan, hereby consents to the remodeling proposed by Bozeman, and has acknowledged acceptance and approval of the plan by signing the attached Exhibit "A."

4.

Approximately 35.1 square feet (2' 8½" x 12' 11½") indicated as Area "A" in Exhibit "A" will become Bozeman's sole and separate property; approximately 73.8 square feet (1' 8¼" x 43' 8¾") indicated as Area "B" in Exhibit "A" will become Norris' sole and separate property. Norris does hereby transfer, convey and quitclaim to Bozeman all of Area "A" designated in Exhibit "A;" Bozeman does hereby transfer, convey and quitclaim to Norris all of Area "B" designated in Exhibit "A," attached hereto.

5.

From and after the construction, each party will continue to have access to and usage of the common access and stairways on the East and West sides of the buildings, the areas identified as approximately 40 sq. ft. and 47.2 sq. ft., respectively, and designated "Areas C" in the attached Exhibit "A," and the roof. Each party does hereby grant to the other party reciprocal non-exclusive easements to each of the stairways, the common areas for access to and from the stairs as identified as "Areas C" on Exhibit "A," and to the roof.

6.

The costs for remodeling those areas of Bozeman's building (Lot 7) shall be paid for by Bozeman; the costs for remodeling the common areas, including the new wall and the areas designated for common access, all as set forth in the attached Exhibit "A" shall be paid for by Bozeman and Norris as the parties may agree. Norris shall pay all costs for any other remodeling he may choose to Lot 8.

7.

This Agreement shall be binding upon the heirs, successors, and assigns of the parties and shall be filed of record in the Clerk and Recorder's office for Sheridan County, Wyoming to evidence the termination of the March 12, 1987 Agreement and record the easements and conveyances hereinabove set forth and described.



8.

This Agreement may be executed in separate counterparts, and when this Agreement has been executed in a single original or in counterparts, it shall be binding and in full force and effect.

IN WINESS WHEREOF, the parties have executed this Agreement on the date set forth above.

BOZEMAN TRAIL ART, LLC,  
 a Wyoming Limited Liability Company

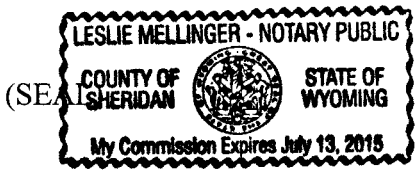
By: William L. King  
 Its: Managing Member

Dan J. Norris  
 Dan J. Norris

Jeanne H. Norris  
 Jeanne H. Norris

Wyoming  
 STATE OF ~~TENNESSEE~~ )  
 ) ss.  
 County of Sheridan

This instrument was acknowledged before me on the 16th day of July, 2013, by William L. King as Managing Member of Bozeman Trail Art, LLC, a Wyoming Limited Liability Company.



Leslie Mellinger  
 Signature of Notarial Officer  
 Title and Rank: Notary Public

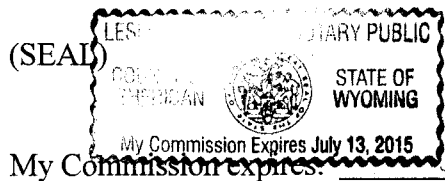
My Commission expires: July 13, 2015



2013-706472 7/23/2013 3:29 PM PAGE: 4 OF 5  
BOOK: 542 PAGE: 93 FEES: \$24.00 VL RELEASE AGREEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

This instrument was acknowledged before me on the 16<sup>th</sup> day of July, 2013, by Dan J. Norris and Joann H. Norris, husband and wife.

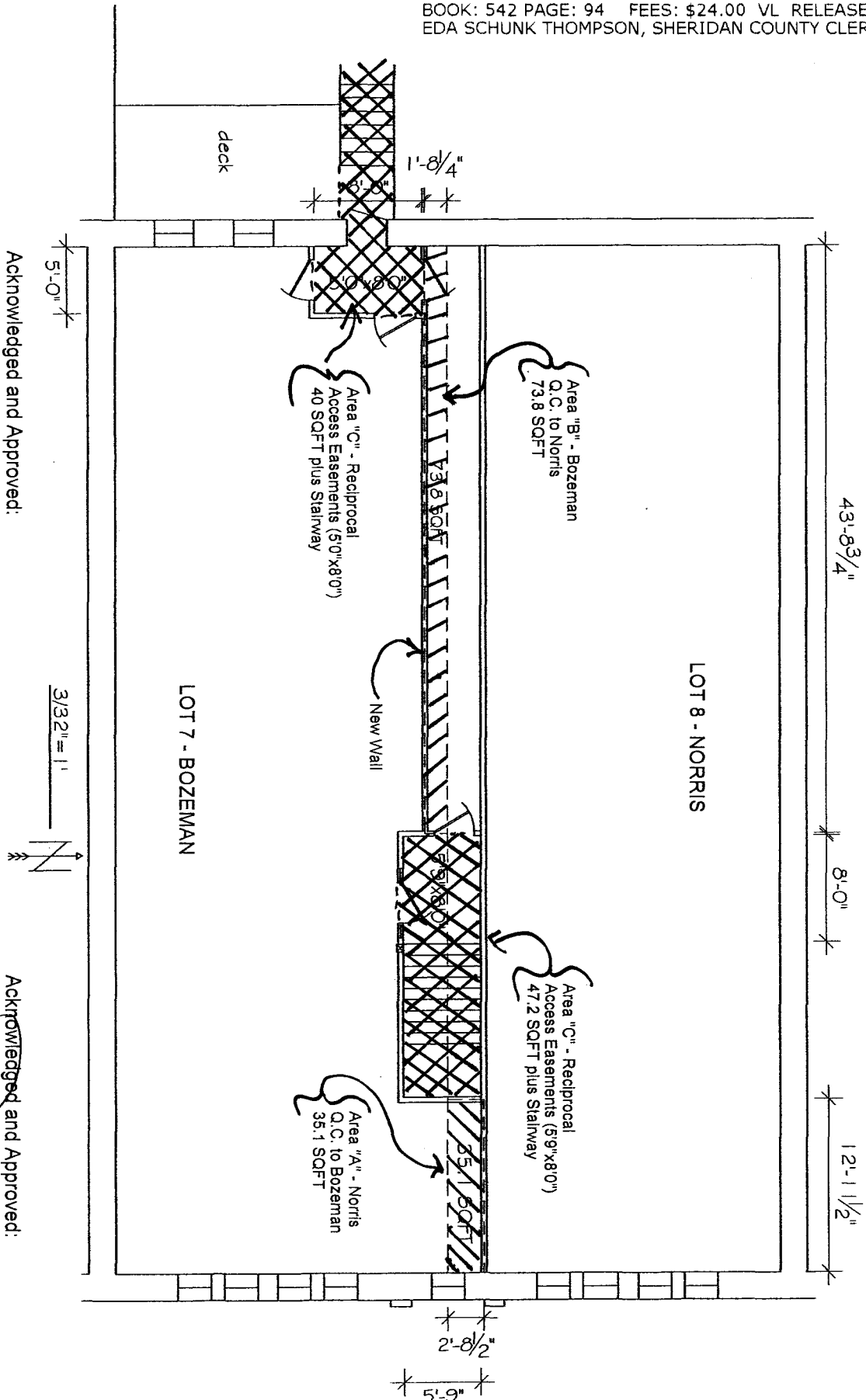


Leslie Melling  
Signature of Notarial Officer  
Title and Rank: Notary Public

My Commission expires: July 13, 2015.



EXHIBIT A



Acknowledged and Approved:

Bozeman Trail Art, LLC

By:

*William H. King*

Dated: June 16, 2013

Acknowledged and Approved:

By:

Dan J. Norris

Dated: June \_\_, 2013

By:

*Joanne H. Norris*

Dated: June \_\_, 2013

NO. 2013-706472 RELEASE AGREEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
DAVIS & CANNON LLP P O BOX 728  
SHERIDAN WY 82801