

RECORDED OCTOBER 7, 1980 BK 252 PG 113 NO. 801242 MARGARET LEWIS, COUNTY CLERK

AGREEMENT

THIS AGREEMENT, made this day by and between CARLO BEUF and BEATRICE GALLATIN BEUF, husband and wife, of Sheridan County, Wyoming, hereinafter called First Parties and BURNS RANCHES, INC., a Wyoming Corporation, hereinafter called Second Party.

WITNESSETH, THAT:

WHEREAS, Beatrice Gallatin Beuf, one of First Parties, is the owner of record of fee simple title to the following described parcels of land situate in Sheridan County, Wyoming, to-wit:

PARCEL 1

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

Section 29: NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 32: NE $\frac{1}{4}$

PARCEL 2

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

Section 7: SE $\frac{1}{4}$ (save and except 4.6 acres conveyed by First Parties on December 6, 1976 to Wendell E. Loomis and Wyla E. Loomis, husband and wife)

and

WHEREAS, the Second Party is the owner of record of good merchantable title to the following described lands situate in the County of Sheridan, State of Wyoming, to-wit:

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

Section 33: S $\frac{1}{2}$

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

Section 4: All
Section 5: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 9: N $\frac{1}{2}$
Section 8: E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 7: S $\frac{1}{2}$ NE $\frac{1}{4}$, Lots 3 and 4 and the E $\frac{1}{2}$ SW $\frac{1}{4}$

and

WHEREAS, Beatrice Gallatin Beuf and her predecessors and her family have for more than 50 years used the upper and lower roads which permits First Parties to cross the lands of Second Party and to have access to the lands owned by First Parties in Section 7, Township 53 North, Range 84 West of the 6th P.M., and

WHEREAS, there is no actual right-of-way of record recognizing the right of Beatrice Gallatin Beuf and her heirs and assigns to cross the so-called Burns lands and Second Party has questioned said right-of-way, and

WHEREAS, the Second Party has agreed to recognize and grant to Beatrice Gallatin Beuf a permanent easement and right-of-way across the lands owned by Second Party to enable First Parties and their heirs, successors in interest and assigns to use the presently established roads across Second Party's land as a means of ingress and egress to the 155.4 acres, more or less, owned by Beatrice Gallatin Beuf in Section 7, Township 53 North, Range 84 West, 6th P.M. subject to the terms and conditions hereinafter expressed.

I.

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions hereinafter stated the Second Party does hereby grant to Beatrice Gallatin Beuf and to her heirs, assigns and successors in interest a permanent and perpetual, non-exclusive easement over and across the presently established roads found on the lands owned by Second Party and hereinabove described as a means of ingress and egress to the lands owned by Beatrice Gallatin Beuf which are described as follows:

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

Section 7: SE $\frac{1}{4}$ (save and except the 4.6 acres previously conveyed by First Parties to Wendell E. Loomis and Wyla E. Loomis.)

First Parties and their heirs and successors in interest shall confine themselves solely to the access routes to enable themselves to have access to the above described deeded lands only.

II.

As the consideration for the granting of said easement by Second Party to First Parties, First Parties agree as follows:

- (a) In the event the First Parties or their heirs or assigns or successors in interest see fit to sell the lands presently owned by Beatrice Gallatin Beuf in the SE $\frac{1}{4}$ of Section 7, Township 53 North, Range 84 West, First Parties shall give Second Party the first right of refusal to purchase said lands and in the event Second Party and First Parties can not agree upon purchase price and terms satisfactory to the Second Party within a period of forty five (45) days from date First Parties give Second Party written notice of intent to sell, then First Parties may contact Third Parties relative to such sale, and if First Parties find a Third Party who is willing to buy said premises on terms acceptable to First Parties, then First Parties shall give Second Party written notice of the terms and conditions of the proposed sale and Second Party shall have fifteen (15) days from the date said notice is postmarked at a United States Post Office, within which to accept the terms by which First Parties, or their successors in interest are willing to sell said property to the Third Party, and if Second Party fails to accept said terms within said fifteen (15) day period, First Parties shall have the right to consummate the sale to the Third Party on said terms. Any written notice shall be given, by registered mail;
- (b) That the access routes shall be used only by four wheel drive vehicles, or by horse travel, or foot travel and that no motorcycles or like vehicles shall be permitted save and except First Parties shall have the right to make periodic winter check ups of their property by using a snowmobile;
- (c) First Parties shall never permit their acreage in Section 7 to be used for commercial purposes other than pasturage of livestock. First Parties agree that they will never operate a commercial hunting camp or a commercial guest ranch on First Parties' acreage;
- (d) Said access routes shall never be fenced without the written permission of the Second Party first had and obtained;
- (e) First Party shall have the privilege of improving the roads where necessary so that said roads are reasonably passable. In the event the First Parties feel that improvements should be made on the roads, First Parties shall give Second Party written notice of desired improvements and Second Party agrees to cooperate immediately with First Parties in connection therewith;

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- (f) Said access routes shall never be used for commercial hunting privileges;
- (g) The First Parties further agree that in the event any one other than a member of First Parties family is using the access route, such party will be given a written permit which can be shown to anyone questioning the right to use the roads and in addition thereto a representative of Second Party will be notified in advance of such usage.

III.

IT IS FURTHER UNDERSTOOD between the parties as follows:

- (a) First Parties reserve the right at all times to fence in the 155.4 acres, more or less, owned by them in Section 7, Township 53 North, Range 84 West of the 6th P.M. above described;
- (b) The parties will cooperate together so that no unauthorized use is made of said access routes by Third Parties. The First Parties recognize the fact that Second Party owns the lands over which said access route and roads are located and Second Party reserves the right to execute easements and rights-of-way agreements to Third Parties for said lands.

IV.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and the heirs at law and next of kin, successors in interest of First Parties and the successors in interest of Second Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 24th day of August, 1980.

Carlo Beuf
Carlo Beuf

Beatrice Gallatin Beuf
Beatrice Gallatin Beuf

BURNS RANCHES, INC.

By D. Bruce Burns
President

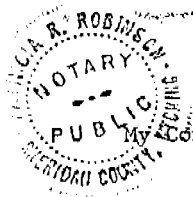
Attest:

John J. [Signature]
Secretary

STATE OF WYOMING)
 :SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me by Carlo Beuf and Beatrice Gallatin Beuf, husband and wife,
this 22 day of August, 1980.

WITNESS my hand and official seal.



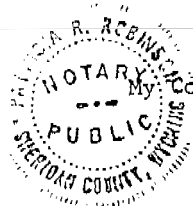
Carlo Beuf
Notary Public

My Commission Expires: January 12, 1982

STATE OF WYOMING)
 :SS
COUNTY OF SHERIDAN)

The Foregoing instrument was acknowledged before
me by D. Bruce Burns, as President of Burns Ranches, Inc.,
this 22 day of August, 1980.

WITNESS my hand and official seal.



D. Bruce Burns
Notary Public

My Commission Expires: January 12, 1982