

AGREEMENT

THIS AGREEMENT, made this day by and between
WENDELL E. LOOMIS and WYLA E. LOOMIS, 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, the First Parties are the owners of record
of fee simple title to the following described parcel of
real property situate in Sheridan County, Wyoming, to-wit:

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of
Section 7, Township 53 North, Range 84
West of the Sixth P.M., County of Sheridan,
State of Wyoming, described as follows:

Beginning at a point on the North line of
said N $\frac{1}{2}$ SE $\frac{1}{4}$, said point being located South
89° 46' 17" West, 1050 feet from the East
Quarter corner of said Section 7; thence
South 89° 46' 17" West 400.00 feet along the
North line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ to a point; thence
South 500.0 feet to a point; thence North
89° 46' 17" East 400.0 feet to a point;
thence North, 500.0 feet to the point of
beginning, said tract containing 4.6 acres,
more or less.

and

WHEREAS, the First Parties as successors in interest
to Beatrice Gallatin Beuf have used the road of access 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, 6th P.M. above described,
and

WHEREAS, there is no actual right of way of record,
recognizing the right of First Parties and their 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 First Parties and to their heirs at law and

successors in interest 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 road across Second Party's land as a means of ingress and egress to the 4.6 acres, more or less, owned by First Parties in Section 7, Township 53 North, Range 84 West of the 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 First Parties and to their 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 First Parties which are described as follows:

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 7, Township 53 North, Range 84 West of the Sixth P.M., County of Sheridan, State of Wyoming, described as follows:

Beginning at a point on the North line of said N $\frac{1}{2}$ SE $\frac{1}{4}$, said point being located South 89° 46' 17" West, 1050 feet from the East Quarter corner of said Section 7; thence South 89° 46' 17' West 400.0 feet along the North line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ to a point; thence South 500.0 feet to a point; thence North 89° 46' 17" East 400.0 feet to a point; thence North, 500.0 feet to the point of beginning, said tract containing 4.6 acres, more or less.

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 4.6 acres of land, owned by the First Parties and located 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) days 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 route 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 route 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;
- (f) Said access route 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 4.6 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 if made of said access routes by Third Parties. The First Parties recognize the fact that Asecond 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.

IT IS FURTHER UNDERSTOOD between the parties that due to the terrain it is difficult for Second Party to have access to the lands owned by it in the SW $\frac{1}{4}$ of Section 7, Township 53 North, Range 84 West, and to other lands leased or used by Second Party in that area and in order to make it more convenient for Second Party to have access to lands owned or used by Second Party which lie westerly of the 4.6 acres owned by First Parties, First Parties agree that Second Party may continue to use the established trail across said 4.6 acre tract which is being used at this time to enable Second Party to have access to the lands hereinabove mentioned. Second Party shall have the right to continue to use said trail until such time a satisfactory alternate route can be established around said 4.6 acre tract. First Parties shall have the right to come upon the lands of Second Party which are adjacent to said 4.6 acre tract for the purpose of clearing timber or doing dirt work in order to provide an alternate route. In the event First Parties wish to do such work, First Party shall give Second Party reasonable notice of such fact.

V.

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.

122

IN WITNESS WHEREOF, the parties hereto have executed
this agreement this 20th day of August, 1980.

Wendell E. Loomis
Wendell E. Loomis

Wyla E. Loomis
Wyla E. Loomis

BURNS RANCHES, INC.

By D. Bruce Burns
President

Attest:

[Signature]
Secretary

STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me by Wendell E. Loomis and Wyla E. Loomis, husband and wife,
this 20th day of August, 1980.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: January 1982

STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me by D. Bruce Burns, as President of Burns Ranches, Inc.,
this 20th day of August, 1980.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: January 1982