

Copy of Hoyer  
easement included

Thank You

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Forest Supervisor, Mary Erickson

We do not see the south Crazy Mountain land exchange of USFS sections 4 and 8 to CMR for sections 11,13 and 21 as a good proposal for the following reasons:

1. Section 8 is the only publicly accessible fishery on Rock Creek. All other public ground that this stream flows through is a dry stream bed for several months each year and is barren of fish for this reason.
2. Both Section 8 and 4 have the easiest accessibility for recreation in the Rock Creek drainage. We see numerous people taking advantage of being able to hike, hunt and fish on these public grounds every year by hiking in on trail 270 and then accessing road #199 to reach section 8 and also section 4.
3. This land exchange appears to be heavily in favor of the CMR value wise. The sections they offer have little or no grazing or timber and the only recreation is limited hiking and some fishing in Rock and Smeller lakes. There was a question asked at the public meeting in Livingston about timber sales and the answer was there are no sales pending. As long as this land remains USFS the possibility of future timber harvest always remains an option. This land exchange would give CMR a very lucrative timber crop should they choose to do so in the future.

Our family is in the fifth generation of hiking, hunting and fishing these 2 sections and we hope that our future generations will continue to enjoy these opportunities on this public land.

This land exchange affects the Hoyem family access to our property and cabin. We currently have an easement through CMR on road #199 through sections 24,19,18 and 17 then we continue through USFS section 8. We resume access through CMR section 9. In this proposed land exchange, has there been consideration of our easement if this current USFS land becomes private (CMR)? This would need resolution prior to any exchange of land.

The other 2 south Crazy Mountain proposed land exchanges appear to be fair for both the private land owners as well as the public (USFS). This proposed exchange of USFS and CMR is not a fair exchange and should not be considered as proposed.

Thank You

Kevin and Denise Hoyem  
Bryan, Flavia and Aryanna Hoyem  
Andrew Hoyem  
Tami Hoyem  
Jeff Hoyem  
Jeff and Wendy Swendseid  
John Swendseid  
Sarah Swendseid

Todd Hoyem  
Joe Hoyem  
Matt Young  
Mike and Jo Young  
Jace Young  
Rylan Young  
Kellan Young

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is effective as of June 15, 2001, by and between Philip Morris Incorporated, with an address of 120 Park Avenue, New York, NY 10017 ("Company"), and John Hoyem ("Hoyem").

### RECITALS:

A. Company owns certain real property commonly known as the Crazy Mountain Ranch (the "Ranch"). The Ranch includes certain real property commonly referred to as the "Rendezvous Camp" and as more particularly described on Exhibit "A" (the "Rendezvous Camp Property").

B. Hoyem owns certain real property near the Ranch and Rendezvous Camp Property and more particularly described on Exhibit "B" (the "Hoyem Property").

C. Hoyem desires to grant to Company, and Company desires to grant to Hoyem certain easements upon the Hoyem Property and the Ranch, respectively, all as more particularly provided in this Agreement

IN CONSIDERATION OF THE ABOVE, the parties agree as follows:

#### 1.0 Access Easement in Favor of Hoyem Property.

1.1 Access Easement. Company grants to Hoyem, its successors and assigns forever in the ownership of the Hoyem Property, a perpetual, non-exclusive road right-of-way easement for ingress and egress to the Hoyem Property across the Ranch (the "Hoyem Access Easement"). The Hoyem Access Easement commences at a point on Rock Creek Road in the SW $\frac{1}{4}$  of Section 24, Township 2 North, Range 10 East, and continues in a generally northeasterly direction along an existing private unimproved road through the NW $\frac{1}{4}$  of Section 19, Township 2 North, Range 11 East and continuing through Sections 18 and 17, Township 2 North, Range 11 East to the boundary of Sections 17 and 8 of Township 2 North, Range 11 East. The Hoyem Access Easement again commences on a private unimproved road on the boundary of Sections 8 and 9, Township 2 North, Range 11 East proceeding easterly across Section 9 and terminating on the boundary of Sections 9 and 10, Township 2 North, Range 11 East. The Hoyem Access Easement is depicted on Exhibit "C" attached. The Hoyem Access Easement may be used for access to the Hoyem Property for agricultural, silvacultural or recreational uses, but not for any commercial or industrial use.

1.2 Subdivision. The Hoyem Access Easement shall not be interpreted as providing a right-of-way or other right of access or easement for the benefit of any parcel of land created by a division of land within the Hoyem Property.

1.3 Maintenance and Repairs. Neither Company or Hoyem, or their respective successors or assigns, shall be obligated to repair or maintain the Hoyem Access Easement.

## 2.0 Easement in Favor of Company.

2.1 Access Easement. Hoyem grants to Company, its successors and assigns forever in the ownership of the Rendezvous Camp property, a perpetual, non-exclusive road right-of-way easement, 20 feet in width, for ingress and egress to the Rendezvous Camp property across the Hoyem Property (the "Rendezvous Access Easement") and upon the course of the existing road as generally depicted on Exhibit "D" attached. The Rendezvous Access Easement may be used for access to the Rendezvous Camp Property for any agricultural, silvacultural or recreational uses, including, without limitation, commercial recreational use.

2.2 USFS Easement. Hoyem and Company acknowledge the possible existence of a trail or road easement in favor of the U.S. Forest Service ("USFS" and the "USFS Easement"). The Rendezvous Access Easement may be coextensive with, or may cross, the USFS Easement. If USFS shall assert at any time an exclusive right to use the USFS Easement, to close the USFS Easement or to otherwise limit, prohibit or interfere in any manner with the use and enjoyment of the Rendezvous Access Easement by Company, its successors and assigns, then the Rendezvous Access Easement shall be deemed amended, without further action by Hoyem or Company, or their respective heirs, successors and assigns, to be located immediately adjacent to, and on either side of (as Company or its successors and assigns shall reasonably elect), the USFS Easement to the maximum extent necessary to Company's use and enjoyment of the Rendezvous Access Easement.

2.3 Easement Improvements and Maintenance. Company may improve and shall maintain the Rendezvous Access Easement at its sole cost and expense. Company may, but shall not be obligated to, improve the Rendezvous Access Easement to a gravel road. Company shall be responsible, at its sole cost and expense, to obtain any permits, licenses or other authorities necessary for the improvement or maintenance of the Rendezvous Access Easement.

2.4 Gates. Either Company or Hoyem may construct a gate across the Rendezvous Access Easement at such points as either may determine appropriate, provided that the party constructing the gate or gates shall provide the other party with keys or combinations to any locks.

2.5 Subdivision. The Rendezvous Access Easement shall not be interpreted as providing a right-of-way or other right of access or easement for the benefit of any parcel of land created by a division of land within the Rendezvous Camp Property.

## 3.0 General.

3.1 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Montana.



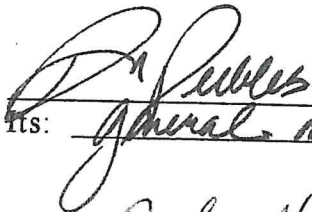
3.2 Further Assurances. The parties agree to execute such further documents and instruments and take such further actions as may be reasonably necessary or convenient to effectuate the intention of this Agreement.

3.3 Time. Time is of the essence of this Agreement.

3.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements or negotiations, whether oral or written.

3.5 Binding Effect. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

PHILIP MORRIS INCORPORATED 

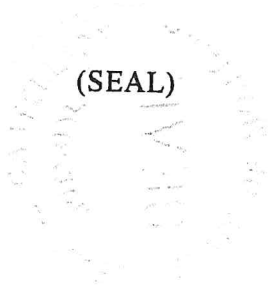
By:   
 Its: General Mgr. CMR

John Hoyem  
 John Hoyem

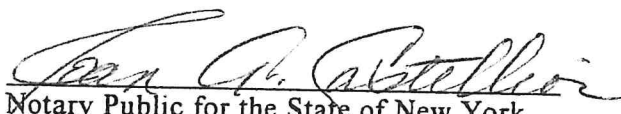
Montana  
 STATE OF ~~NEW YORK~~ )  
 : ss.  
 County of Park )

On this 13th day of August, 2001, before me, the undersigned, a Notary Public for the State of New York, personally appeared Robert K Peebles, known to me to be the General Manager of Philip Morris Incorporated, who executed the within instrument, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(SEAL)

  
 Notary Public for the State of New York  
 Residing at Wilsall, MT  
 My Commission expires: 1-19-2004

STATE OF MONTANA     )  
  : ss.  
County of   Park       )

On this   13th   day of   August  , 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Hoyem, known to me to be the persons who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(SEAL)

  John L. Costello    
Notary Public for the State of Montana  
Residing at   Wilsall, MT    
My Commission expires:   1-19-2004  

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**EXHIBIT "A"**

**Rendezvous Camp**

Section 3, Township 2 North, Range 11 East, M.P.M.

**EXHIBIT "B"**

**Hoyem Property**

Township 2 North, Range 11 East  
Section 10: SE $\frac{1}{4}$ NW $\frac{1}{4}$



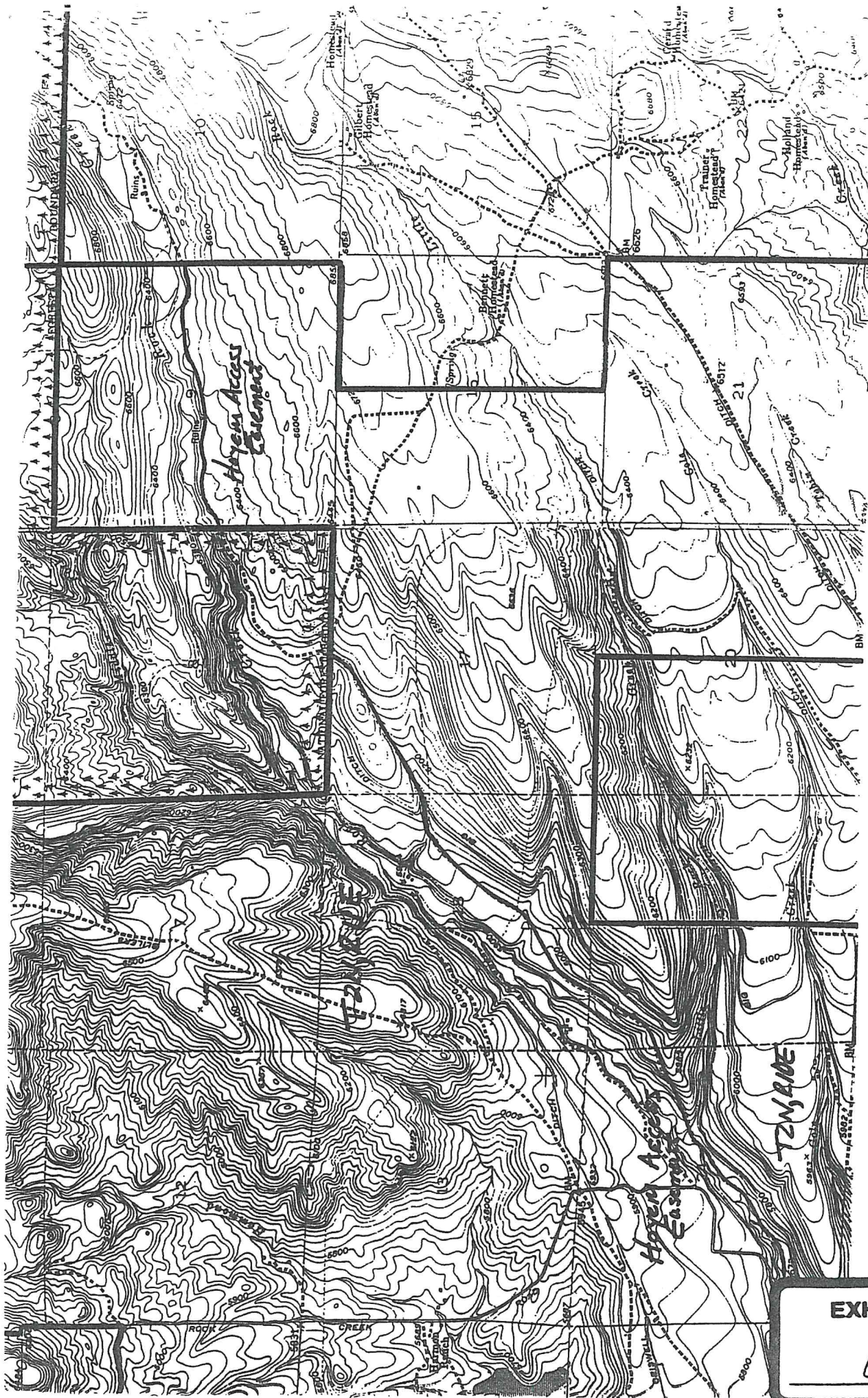
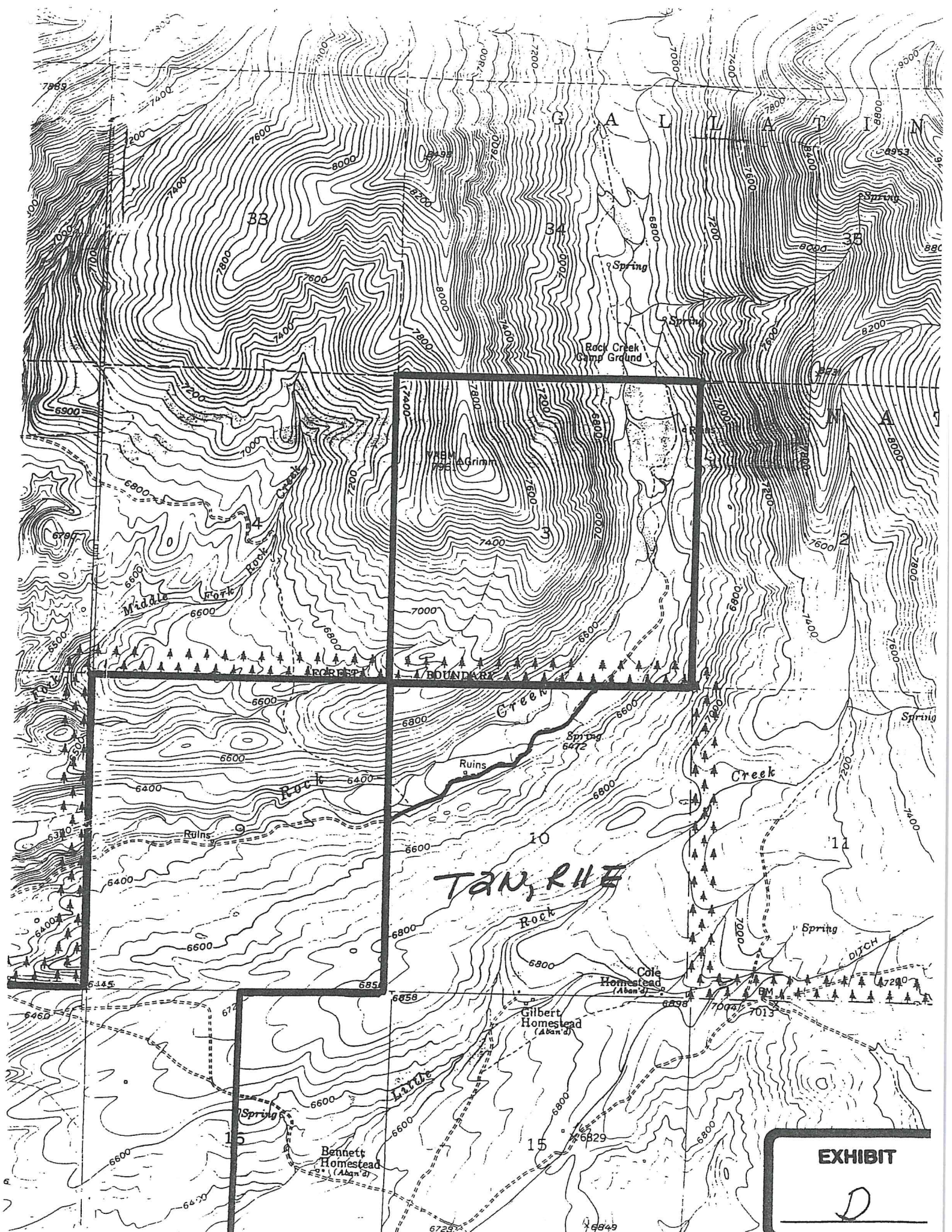


EXHIBIT  
C





EXHIBIT

D