

RECORDED JANUARY 8, 1979 BK 237 PG 193 NO. 754585 MARGARET LEWIS, COUNTY CLERK

A G R E E M E N T

THIS AGREEMENT, made this 28th day of November, 1978, by and between J. LEONARD GRAHAM and GRETCHEN E. GRAHAM, husband and wife, of Dayton, Wyoming, hereinafter known as "FIRST PARTIES", and DENNIS L. PRUGH and MARILYN A. PRUGH, husband and wife, of Dayton, Wyoming, hereinafter known as "SECOND PARTIES",

WITNESSETH: That

WHEREAS, J. Leonard Graham is the owner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 5, Township 56 North, Range 86 West, of the Sixth Principal Meridian, Sheridan County, Wyoming; and

WHEREAS, Second Parties are purchasing, and soon will become the owners of, the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ) of said Section 5, T. 56 N., R. 86 W., Sheridan County, Wyoming; and

WHEREAS, there is presently a roadway which has been fenced on the South side, leading into Second Parties' property from other property owned by Second Parties, which said fence crosses the extreme Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 5 and encompasses approximately 8.697 acres, which has been used by Second Parties and their predecessors in title for many years; and

WHEREAS, it appears that Second Parties' fence line bordering portions of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ) of said Section 5 is not on line; and

WHEREAS, a projection of said fence directly South from its present North end to a point, East to the Southwest end of said fence, and North along said fence to its North end, is described as follows:

Beginning at a point which is S. 68°54' E., a distance of 1525.2 feet, from the Government Brass Cap Corner for the Southwest corner of Section 33, T. 57 N., R. 86 W.; thence S. 3°26' E., a distance of 2101.35 feet; thence S. 89°56' W., a distance of 125.85 feet; thence North, a distance of 2097.75 feet to the point of beginning; said fence situate in the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 5, T. 56 N., R. 86 W., 6th P.M.

and

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WHEREAS, in addition to the foregoing, there has been found a mound of stone which is located further West of the present boundary and that said mound of stone appears to purport to be the Northwest quarter corner of Section 5, thereby creating some additional land in question West of the present fence line and West of the aforescribed direct North-South projection of said fence line; and

WHEREAS, there may be a question of title to a small piece of land located North of the present fence line and East of the line projected South from said mound of stone; and

WHEREAS, the parties desire to settle the matter as to the ownership of the questioned land and location thereof, lying North of the fence line in the NW $\frac{1}{4}$  of said Section 5, and Second Parties desire to purchase said land,

NOW, THEREFORE, in consideration of the premises, the monetary amounts as hereinafter set forth, and the mutual covenants and promises of the parties,

IT IS AGREED AS FOLLOWS:

I.

First Parties shall deed to Second Parties, in equal shares, as tenants in common, by Warranty Deed, the following described property, called Tract I:

Beginning at a point which is N. 89°19' E. a distance of 317.8 feet from the Government Brass Cap Corner for the Southwest corner of Section 33, T. 57 N., R. 86 W., 6th P.M., to a fence corner, from which fences bear West and Southeast; thence N. 89°19' E., a distance of 1043.2 feet, along the North line of Section 5; thence South, a distance of 561.4 feet; thence N. 86°23' W., along fence line, for a distance of 357.0 feet; thence N. 52°32' W., along fence line, for a distance of 865.4 feet, to the point of beginning, said Tract I. situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, T. 56 N., R. 86 W., 6th P.M. and containing 8.697 acres, more or less.

II.

Second Parties shall deed to J. Leonard Graham, by Warranty Deed, the following described property, called Tract II:

Beginning at a point which is S. 68°54' E., a distance of 1525.2 feet from the Government Brass Cap Corner for the Southwest corner of Section 33, T. 57 N., R. 86 W.; thence S. 3°26' E., a distance of 2101.35 feet; thence S. 89°56' W., a distance of 125.85 feet; thence North, a distance of 2097.75 feet to the point of beginning; said Tract II. situate in the W½NE¼ of Section 5, T. 56 N., R. 86 W., 6th P.M. and containing 3.030 acres, more or less.

III.

Second Parties shall pay to First Parties the difference in acreage of 5.667 acres between Tract I. and Tract II., at the rate of \$500.00 per acre.

IV.

First Parties shall quitclaim unto Second Parties, as tenants in common, the following described property, called Tract III:

Beginning at a point which is S. 68°54' E., a distance of 1525.2 feet, from the Government Brass Cap Corner for the Southwest corner of Section 33, T. 57 N., R. 86 W.; thence N. 86°23' W., a distance of 62.00 feet; thence North, a distance of 561.4 feet, to the North line of Section 5; thence N. 89°19' E., a distance of 27.9 feet; thence S. 3°26' E., a distance of 566.7 feet to the point of beginning; said Tract III. situate in the NW¼NE¼ of Section 5, T. 56 N., R. 86 W., 6th P.M., and containing 0.580 acres, more or less.

V.

Second Parties shall quitclaim unto J. Leonard Graham the following described property, called Tract IV:

Beginning at a point which is S. 68°54' E., a distance of 1525.2 feet, from the Government Brass Cap Corner for the Southwest corner of Section 33, T. 57 N., R. 86 W.; thence South, a distance of 2097.75 feet; thence S. 89°56' W., a distance of 61.85 feet; thence North, a distance of 2101.75 feet; thence S. 86°23' E., a distance of 62.00 feet to the point of beginning; said Tract IV. situate in the W½NE¼ of Section 5, T. 56 N., R. 86 W., 6th P.M., and containing 2.982 acres, more or less.

VI.

All conveyances hereunder shall be subject to easements, rights-of-way, reservations, exceptions and restrictions of record.

VII.

That the respective parties receiving the real property herein described shall be responsible for any title checks

or assurances to the property that he or they receive,  
without cost to the parties conveying the same.

VIII.

That attached hereto, marked Exhibit "A" and made a  
part hereof, is a survey of Carl A. Oslund, licensed sur-  
veyor of Sheridan, Wyoming, showing the various tracts in  
connection herewith.

IX.

That real property taxes for the year of 1978 shall be  
paid by the party or parties owning the property to be  
conveyed herein, but in 1979, and subsequent years, the  
party receiving the property herein to be conveyed, shall  
pay said real property taxes thereon.

X.

That Second Parties shall, prior to January 1, 1979,  
pay off the balance of their contract and receive title to  
their lands; that, as soon as they receive title, Second  
Parties shall notify First Parties in writing that they have  
received a Deed to their lands, and the parties shall then  
pick a date, no later than thirty (30) days from said notice,  
on which to exchange Deeds, as provided for in this Con-  
tract, and to pay the consideration provided for herein.

XI.

This Agreement shall be binding on the parties, their  
heirs, personal representatives and assigns.

TO THE FULL AND FAITHFULL PERFORMANCE of the acts,  
duties and obligations as herein provided, the parties  
execute this Agreement this 28th day of November  
1978.

First Parties:

J. LEONARD GRAHAM

GRETCHEN E. GRAHAM

Second Parties:

DENNIS L. PRUGH

MARILYN A. PRUGH

STATE OF WYOMING       )  
                                  : ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me  
this     day of     , 1978, by J. Leonard Graham and  
Gretchen E. Graham, husband and wife.

WITNESS my hand and official seal.



My Commission expires: \_\_\_\_\_

NOTARY PUBLIC

STATE OF     )  
                  : ss.  
County of     )

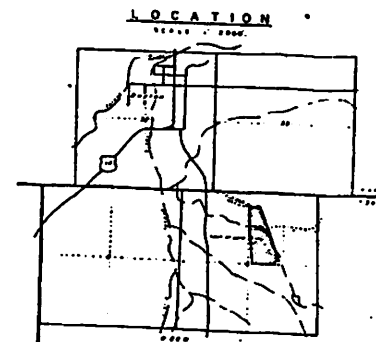
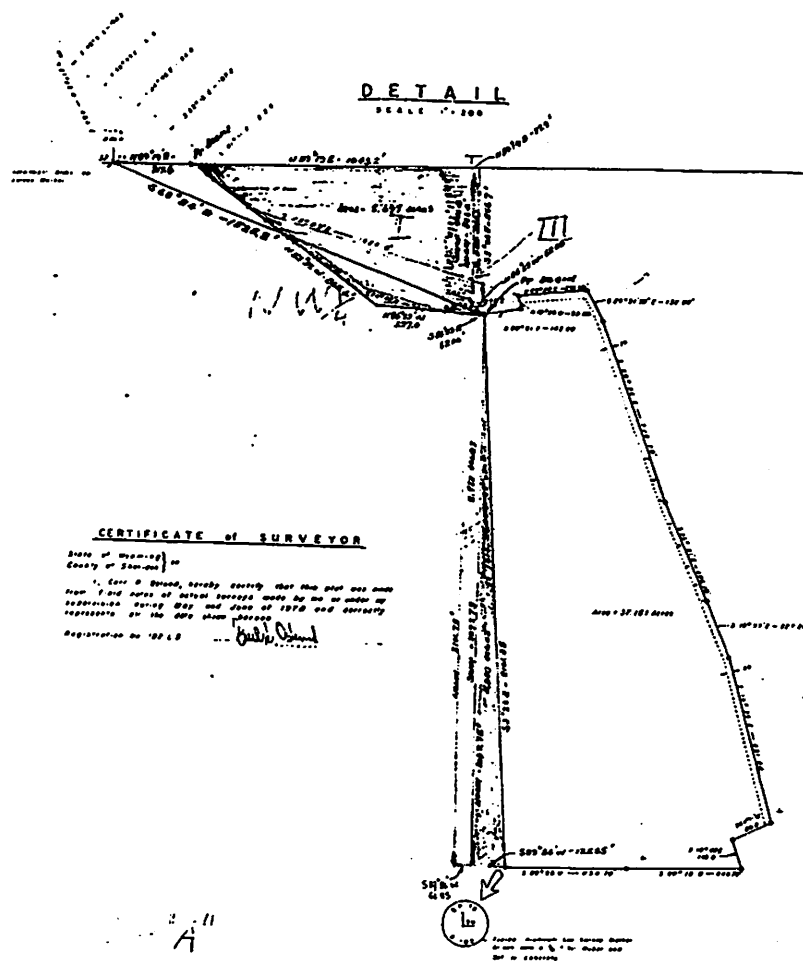
The foregoing instrument was acknowledged before me  
this     day of     , 1978, by Dennis L. Prugh and  
Marilyn A. Prugh, husband and wife.

WITNESS my hand and official seal.



My Commission expires: \_\_\_\_\_

NOTARY PUBLIC



**PLAT**  
SHOWING  
SURVEY OF TRACT OF LAND  
IN 1978  
W 1/4 NE 1/4 SECTION 8, T.36N., R.36W.  
SHERIDAN COUNTY, WYOMING

**Dennis L. Prugh**  
DAYTON, WYOMING

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