

BOUNDARY LINE AGREEMENT

H. GLENN KINSLEY
R. E. McNALLY

AND

HUGH WATSON
&
W. H. WALLING

FILED AT 11:40 A.M.

NOV. 22, 1921

NO. 77357.

BOUNDARY LINE AGREEMENT

WHEREAS, H. Glenn Kinsley and R. E. McNally, are the owners of Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Two (2), Township Fifty-six (56) North, Range Eighty-seven (87) West of the Sixth Principal Meridian, in Sheridan County, Wyoming, and Hugh Watson and W. H. Walling are the owners of the land which adjoins the aforesaid land, on the East, that is to say, the Southwest quarter of the South west quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section One (1), in said Township Fifty-six (56) North, Range Eighty-

seven (87) West of the Sixth Principal Meridian, in said Sheridan County, Wyoming; said Hugh Watson having owned the last described land for a number of years, and having recently agreed to sell to the said W. H. Walling, a portion thereof, and,

WHEREAS, the boundary line between said lands, that is to say, the section line between sections One and Two aforesaid, has long been in dispute, and its location has never been established or agreed upon by the owners of said land, and there has been discrepancies between surveyors in regards thereto, and the United States Government field notes, with reference thereto, are confused and indefinite, and,

WHEREAS, the parties hereto are desirous of establishing a boundary line between their respective properties,

NOW, THEREFORE, in consideration of the premises, and of the mutual benefits accruing to the respective parties hereto, from a final settlement of said boundary line. It is hereby agreed by and between all of the above named parties that the boundary line between the said Southeast quarter of the Southeast quarter of Section Two and the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section One, Township Fifty-six North, Range Eighty-seven West of the 6th Principal Meridian, in Sheridan County, Wyoming, in so far as it affects the property of the contracting parties, will forever hereafter be a line commencing at what is known and designated as a "O.C. Corner", a short distance West of the Northwest corner of Section one, aforesaid, which said O.C. corner is marked with five marks on the West side, and which is situated 1556 feet West of the Southeast corner of Section Thirty-six (36), Township Fifty-seven (57) North, Range Eighty-seven (87) West of Sixth Principal Meridian in Sheridan County, Wyoming, thence South two degrees and eighteen minutes East to a point where such line intersects the bank of Tongue River on the North and East side of said river, and the said H. Glenn Kinsley, and R. E. McNally hereby quit-claim and convey unto the said Hugh Watson and W. H. Walling all of their right, title and interest in and to all lands lying East of said line in said Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section two and the said Hugh Watson and W. H. Walling hereby quitclaim and convey unto the said H. Glenn Kinsley and R. E. McNally, all right, title and interest in and to all lands lying West of said line in said Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section one.

It is especially understood and agreed that this contract shall be binding upon the heirs, executors, administrators and assigns of each and all of the parties hereto, and that this contract shall be construed as a covenant running with the land.

It is further covenanted between the parties hereto that no part of the land, quitclaimed or conveyed by the parties hereto by this agreement is the home or homestead of said parties, and has never been used or occupied by either of the parties hereto as such.

WITNESS the hands and seals of the parties hereto, this 29th day of August, A.D. 1921

Signed, Sealed and Delivered in
the Presence of:

Pearl Hollenback

State of Wyoming)
County of Sheridan) ss.

H. Glenn Kinsley

R. E. McNally

Hugh Watson

W. H. Walling

I, Pearl Hollenback, a Notary Public in and for said County in the State aforesaid, do hereby certify that Hugh Watson, W. H. Walling, H. Glenn Kinsley and R. E. McNally, personally known to me to be the same persons who signed the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument in writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 19th day of November, A. D. 1921.

-- Notary Seal--

Pearl Hollenback

Notary Public.

My commission expires on the 8th day of October, 1925.

AFFIDAVIT

JOSEPH D. THORN

TO
THE PUBLIC

FILED AT 2:05 P.M.

NOV. 25, 1921

NO. 77371

AFFIDAVIT

STATE OF WYOMING)
County of Sheridan) ss.

Joseph D. Thorn, City and County of Sheridan, having been duly sworn in accordance with law, deposes and says: He is a citizen of the United States of America, over the age of 21 years, that he was well acquainted with Phillip Clerkin, who was the grantor in that certain Warranty Deed, dated February 15, 1908, and recorded May 26, 1908, in Book "U" of Deeds, page 346, of the records of Sheridan County, Wyoming, in which the land conveyed is described as Lot 11, Block 24 of Palmer's Addition to the Town of Sheridan, and

Further deponent says that he knows of his own knowledge, that Phillip Clerkin, was an unmarried man at the time he executed the above described Warranty Deed.

And further, deponent sayeth not.

Joseph D. Thorn.

Subscribed and sworn to before me this 21st day of November, A. D. 1921.

-- Seal --

Maurice Wilcox, Notary Public

Residing at Sheridan, Wyoming.

My commission expires August 11, 1925.