

FENCE ENCROACHMENT AGREEMENT

This Agreement, made and entered into this 20<sup>th</sup> day of February, 1984, by and between AGNES F. PANETTA and WALTER F. HARRIS and ADA B. HARRIS, husband and wife.

Whereas, AGNES F. PANETTA, a single person, is the record owner of the following described real property situated in Sheridan County, Wyoming, to-wit:

All of Lot 8 and that part of Lot 7 described as follows: Beginning at the Southwest corner of Lot 8; thence North along West line of Lot 8 to the Northwest corner thereof, thence West along the North line of Lot 7, 18 feet; thence Southeasterly 116.5 feet to the point of beginning, all situate in Block 2, Amended Plat of Kiewit Addition, to the City of Sheridan, Sheridan County, Wyoming.

Whereas, WALTER F. HARRIS and ADA B. HARRIS, husband and wife are the record owners of the following described real property situated in Sheridan County, Wyoming, to-wit:

All of Lot 7 EXCEPT that part described as follows: Beginning at the Southeast corner of Lot 7; thence North along the East line of Lot 7 to the Northeast corner thereof; thence West along the North line of Lot 7, 18 feet; thence Southeasterly 116.5 feet to the point of beginning, all situate in Block 2, of the Amended Plat of Kiewit Addition to the City of Sheridan, Sheridan County, Wyoming.

Whereas, Lots 7 and 8, Block 2, of the Amended Plat of Kiewit Addition to the City of Sheridan share a common property line, and

Whereas, there exists on Lot 7 a chain link fence, a portion of which fence encroaches upon that portion of said Lot 7 presently owned by Agnes F. Panetta, and

Whereas, Jerome M. Mark, a Wyoming licensed surveyor, L.S. No. 551, has surveyed Lot 7, Block 2, of the Amended Plat of Kiewit Addition and has prepared a Surveyor's Certificate dated February 7, 1984, a copy of which is attached hereto, incorporated by reference and made a part hereof, which shows the fence constructed near the common property line between the portions of Lot 7 above-described is actually located in part upon the portion of Lot 7 owned by Agnes F. Panetta, and,

Whereas, the parties to this agreement believe that the

facts set forth above are true and correct,

NOW, THEREFORE IT IS HEREBY AGREED BY THE PARTIES, that the existing fence may remain in its present location.

It is also agreed that no claim of adverse possession shall lie owing to the location of the existing fence and that this Fence Encroachment Agreement constitutes a covenant running with the land so long as the existing fence remains in its present location.

It is further agreed that this Agreement shall be binding upon the parties hereto, their heirs, executors, successors and assigns.

In Witness whereof the parties hereto have affixed their signatures hereto.

Agnes F. Panetta  
Agnes F. Panetta

Walter F. Harris  
Walter F. Harris

Ada B. Harris  
Ada B. Harris

State of Wyoming )  
 ) ss  
County of Sheridan )

The foregoing instrument was acknowledged before me by AGNES F. PANETTA, this 20<sup>th</sup> day of February, 1984.

Witness my hand and official seal.



My Commission Expires:

John W. Black  
Notary Public

State of Wyoming )  
 ) ss  
County of Sheridan )

The foregoing instrument was acknowledged before me by WALTER F. HARRIS and ADA B. HARRIS, this 20<sup>th</sup> day of February 1984.

Witness my hand and official seal.



My Commission Expires:

John W. Black  
Notary Public