

BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made and entered into this day by and between SHERIDAN COUNTY, STATE OF WYOMING, by and through its undersigned County Commissioners (hereinafter referred to as "County") and MARY JOAN KRAMER, a single person (hereinafter referred to as "Kramer").

RECITALS

A. The parties to this agreement are adjoining landowners of parcels of property located in the E1/2SE1/4NW1/4 and the E1/2E1/2SW1/4 of Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

B. The present fence line as shown on the Certificate of Survey filed with the Clerk of Sheridan County, Wyoming, on August 5, 1997, Instrument No. 262486, (hereinafter "the Certificate of Survey") between the adjacent properties shown thereon is thought to be the proper boundary line between the properties of the parties hereto, rather than the boundary line of record in existing deeds.

C. The parties desire to establish the fence line shown on the Certificate of Survey as the actual boundary line between the adjacent tracts owned by them.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The boundary line between the respective parcels of the parties shall be the present fence line as shown and identified on the Certificate of Survey.

2. The boundary line described in paragraph 1, above, is and hereafter shall be the property boundary line between the adjacent lands owned by the parties and described above in this agreement.

3. The County hereby releases and forever quitclaims to Kramer, her heirs and assigns, forever, all right, title, interest, property, possession, claim and demand, as if they have a right to have, in and to all of the property lying east of, and adjacent to, the boundary line described above, to have and to hold the same unto Kramer, her heirs and assigns, to their own proper use and benefit forever.

4. Kramer hereby releases and forever quitclaims to the County, its successors and assigns forever, all such right, title, interest, property, possession, claim and demand, as they may have a right to have, in and to all of the property described in Exhibit "A" hereto, which is the tract of land between the existing fence line and the boundary line established by prior deeds of record, to have and to hold the same unto the County, its successors and assigns, to their own proper use and benefit forever.

5. The County hereby agrees to be, and remain, financially responsible for the construction and maintenance of structures attached and affixed to the boundary line and the property conveyed to it by Kramer pursuant to this agreement.

6. The County agrees to be responsible for all surveying costs and other costs associated with this agreement. Kramer shall be responsible for her own attorney's fees incurred in the negotiation and drafting of this agreement.

7. This agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed this
28 day of October, 1997.

BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WYOMING:

[Signature]
[Signature]
GAREY E. KETCHAM / ABSENT
MER

[Signature]
MARY JOAN KRAMER

[Signature]
NORM FECK
SHERIDAN COUNTY AIRPORT MANAGER
SHERIDAN COUNTY, WYOMING

Approved as to Form:

[Signature]
Deputy County & Prosecuting Attorney
Sheridan County, Wyoming

[Signature]
John F. Araas, Attorney for Mary Joan Kramer
Yonkee & Toner
P. O. Box 6288
Sheridan, WY 82801

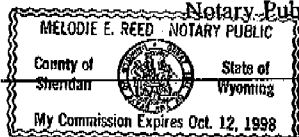
STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kenneth D. Kerns, Charles L. Whiton, and Gary E. Ketcham, known to me to be the Commissioners of Sheridan County, Wyoming, this 28th day of OCTOBER, 1997.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires:



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STATE OF California)
 : ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by Mary Joan Kramer, this 17th
day of September, 1997.

WITNESS my hand and official seal.

Dorothy L. Stevens
Notary Public

My Commission expires: May 24th 2000



EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land situated in the E ½ SE 1/4 NW 1/4 and the E ½ E ½ SW 1/4 of Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract more particularly described as follows:

Commencing at the north quarter corner of said section 3; thence S24°16'32"W, 1499.17 feet to the point of beginning of the herein described tract, said point being on the west line of the Granville Second Addition to the City of Sheridan and the North line of said E ½ SE 1/4 NW 1/4; thence SO1°44'02"E, 717.05 feet along said west line to the southwest corner of said Granville Second Addition, said point being on the north right of way line of West Brundage Lane; thence SO2°07'15"E, 267.00 feet to a point on a fence line, said point being on the south right of way line of West Brundage Lane; thence SO1°43'09"E, 399.16 feet along said fence line to a point; thence SO1°32'28"E, 579.89 feet along said fence line to a point; thence SO1°16'18"E, 753.50 feet along said fence line to a point; thence S78°36'50"E, 18.46 Feet along said fence line to a point; thence S00°49'42"E, 983.67 feet along said fence line to a point; thence S89°36'18"W, 30.71 feet along said fence line to the northeast corner of the S ½ S ½ W ½ SE 1/4 SW 1/4; thence NO1°22'03"W, 3703.82 feet along the west line of said E ½ SE 1/4 NW 1/4 and E ½ E ½ SW 1/4 to the Northwest corner of said E ½ SE 1/4 NW 1/4; thence N89°08'49"E, 10.92 feet along the North line of said E ½ SE 1/4 NW 1/4 to the point of beginning.

Said tract contains 2.00 acres more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).