

FENCE LINE AGREEMENT

THIS AGREEMENT, made and entered into this day by and between CHARLES P. KANE and ARLENE H. KANE, husband and wife, hereinafter called First Parties, and DOUGLAS K. MINICK of Sheridan County, Wyoming hereinafter called Second Party.

WITNESSETH, THAT:

WHEREAS, the First Parties are the owners of the lands which are fully described in the Warranty Deed from SR CATTLE COMPANY dated June 2, 1981 and naming First Parties as Grantees, a copy of which deed is attached hereto, marked Exhibit "A" and by reference thereto made a part hereof.

WHEREAS, the Second Party is the owner of the following described lands which Second Party acquired from William D. Redle as Executor of the Estate of James R. Murdock, deceased, under deed dated April 1, 1981 which lands are described as follows:

Township 57 North, Range 85 West, 6th P.M.

Section 29: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ (also known as Lots 3 and 4),
NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 32: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

Township 57 North, Range 86 West, 6th P.M.

Section 25: E $\frac{1}{2}$ SE $\frac{1}{4}$

and

WHEREAS, the parties hereto have had Ronald W. Prestfeldt, doing business as Prestfeldt Surveying of Sheridan, Wyoming effect a survey of the fence line which serves as the common boundary line between the lands owned by First Parties and the land owned by Second Party and the legal description of said fence line as determined by said Ronald W. Prestfeldt is attached hereto, marked Exhibit "B" and by reference thereto made a part hereof, and

WHEREAS, the parties hereto wish to leave said fence line in the location as determined by the Prestfeldt Survey but the parties each wish to reserve and maintain the ownership of record of the lands presently owned by them and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming.

NOW, THEREFORE, IT IS HEREBY AGREED By and between the parties hereto as follows:

1.

The First Parties do expressly recognize the ownership of Second Party in the following described lands in Sheridan County, Wyoming, to-wit:

Township 57 North, Range 85 West, 6th P.M.

Section 29: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ (also known as Lots 3 and 4),
NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 32: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

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Township 57 North, Range 86 West, 6th P.M.

Section 25: E½SE¼

II.

The Second Party expressly recognizes the ownership of First Parties in those lands which are fully described in Exhibit "A" which is attached hereto and by reference thereto made a part hereof.

III.

IT IS AGREED that the fence line presently serving as the common boundary between the lands of Second Party and the lands of First Parties shall remain as is but that neither party shall claim or assert a claim against the other party and his or her or their successors in interest for the lands which may belong to one party but be located on the other side of said fence line which establishes the boundary line between the premises.

IV.

IT IS EXPRESSLY UNDERSTOOD between the parties that the fence line in question is considered as a fence line of convenience and it is not intended that either party will assert a claim by way of adverse possession or otherwise against the other party growing out of the fact that a portion of First Party's lands lay on Second Party's side of the fence and a portion of Second Party's lands lay on First Party's side of the fence.

V.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24 day of May, 1983.

Charles P. Kane
Charles P. Kane

Douglas K. Minick
Douglas K. Minick

Arlene H. Kane
Arlene H. Kane

FIRST PARTIES

SECOND PARTY

STATE OF WYOMING)
 : ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24 day of May, 1983 by CHARLES P. KANE and ARLENE H. KANE, husband and wife.

WITNESS my hand and official seal.

William A. Kelle
Notary Public

My Commission expires: March 24-1986

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me this 24
day of May, 1983, by DOUGLAS K. MINICK, a single person.

WITNESS my hand and official seal.



William L. Rodde
Notary Public

My Commission expires: May 24, 1986