

**BOUNDARY LINE AGREEMENT**

This agreement made this 21st day of May, 2005, between Double F, LLC ("owner"), and Edward D. and Ellen L. Sparks of 5 South Drive, Sheridan, Wyoming 82801 ("neighbor").

**RECITALS**

A. Owner is the owner of real property more particularly described as: Township 55 North, Range 85 West, 6<sup>th</sup> P.M. Section 16: SW1/4. (Recorded December 13, 1982, Sheridan County, BOOK 271, Page 497 No. 858524) a copy of the Warranty Deed is attached hereto as Exhibit "A" and by this reference is incorporated herein ("owner's property"), which property is shown on the attached survey map dated July 14, 2004 made by Prestfeldt Surveying (the "survey"), which survey is attached to and made a part of this agreement as Exhibit "B".

B. Edward D. and Ellen L. Sparks are owners of real property commonly known as 5 South Drive, Sheridan, Wyoming 82801, which adjoins the owner's property ("neighbor's property").

C. There is a fence line encroachment on the northern boundary line of owner's property (the "encroachment"). Said encroachment is identified on the survey attached as Exhibit "B".

D. The parties wish to establish the common boundary line between owner's property and neighbor's property.

In consideration of the premises and mutual promises made in this agreement, and One Dollar and other good and valuable consideration by each of the parties to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. Neighbor hereby agrees, conveys, releases and quitclaims to owner and owner's successors and assigns forever any and all right, title or interest, if any, that neighbors may have in and to:

The portion of the fence line encroachment lying between the northern boundary line of owner's property and the southern boundary line of neighbor's property as shown on the survey.

2. The placement of the fence line encroachment upon owner's property does not and shall never ripen into nor become a right to use any portion of the

4716  
owner's property by the neighbor, but is and shall continue to be only used by sufferance of that portion of the owner's property.

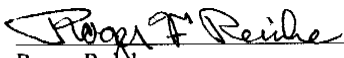
Wherever the encroachment, as presently existing, encroached upon owner's property, owner grants to neighbor a license to allow the encroachment to remain in its present location as long as the encroachment stands and is maintained in good order, condition and repair and in accordance with all legal requirements. If and when the encroachment is rebuilt, the licenses granted in this agreement shall automatically terminate, and the encroachment will be brought within neighbor's property at neighbor's sole cost and expense. The repair and maintenance of the encroachment shall be the responsibility of neighbor, at neighbor's sole cost and expense. Neighbor shall be allowed to repair and maintain the encroachment as may be necessary.

3. The parties agree that this agreement will enure to the benefit of the mortgagees, current or future, of their respective properties.

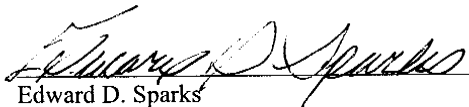
4. It is mutually covenanted and agreed by the parties that this agreement shall run with the land and enure to the benefit of and be binding upon the parties, their heirs, distributees, legal representatives, successors and assigns.

This agreement has been signed as of the date and year first above written.

**OWNER:**

  
Roger Renke  
President, Double F, LLC  
Manager

**NEIGHBOR(S):**

  
Edward D. Sparks

  
Ellen L. Sparks

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan     )

Subscribed and sworn to before me this 21st day of May, 2005 by **Edward D. Sparks** and **Ellen L. Sparks**.

Witness my hand and official seal.

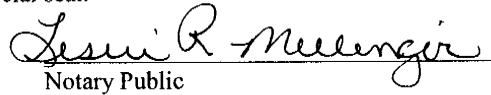
  
Notary Public

My commission expires: 11-05-05

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan     )

Subscribed and sworn to before me this 21st day of May, 2005 by **Roger Reinke, Manager, Double F, LLC**.

Witness my hand and official seal.

  
Notary Public

My commission expires: 11-05-05

# WARRANTY DEED

Exhibit "A"

AMELIA F. THOMAS, a single person

grantor, of Montgomery County, and State of Pennsylvania, for and in consideration of One Dollar and other good and valuable consideration ----- DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO ROGER F. REINKE and BEVERLY M. REINKE, husband and wife, it being the intention to create an estate by the entireties.

grantee S, of Sheridan County and State of Wyoming the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 55 North, Range 85 West, 6th P.M.

Section 16: SW $\frac{1}{4}$

Together with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

SUBJECT TO all easements, rights of way and reservations of record.

AND RESERVING unto the Grantor, her heirs, assigns and successors in title, an easement as a means of ingress and egress, for agricultural purposes only, over and across the West 40 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, Township 55 North, Range 85 West of the 6th P.M., the said easement not to be fenced without the permission of the owner of the servient estate.

The address of the Grantees is:

Roger F. Reinke  
Route 2, Box 550  
Sheridan, Wyoming 82801

WITNESS her hand this 29<sup>th</sup> day of September, 1973

Amelia F. Thomas

Amelia F. Thomas

State of PENNSYLVANIA ss.  
County of MONTGOMERY

The foregoing instrument was acknowledged before me by AMELIA F. THOMAS

a single person  
this 29<sup>th</sup> day of September, 1973.

Witness my hand and official seal.



KATHERINE J. LAFFEN, NOTARY PUBLIC  
My Commission Expires April 9, 1978  
124 NARBERTH AVE. NARBERTH  
MONTGOMERY COUNTY, PENNA.

Katherine J. Laffen  
Signature

Notary Public  
Title of Officer

RECORDED  
ABSTRACTED  
WARRANTY DEED

Amelia F. Thomas

TO

Roger F. Reinke

Beverly M. Reinke

THE STATE OF WYOMING, } ss.  
County of Sheridan }

This instrument was filed for record at 3/30

o'clock P. M., on the 13

day of December 19 82

and duly recorded in Book 271

on Page 497 + 99

County Clerk and Ex-Officio Register of Deeds

By

No. 858524 Fees, \$ 4.00 chg. gc

Jacque Panetta  
Chg & Ret - Redle

500

SE1/4NW1/4  
WHITETAIL MEADOWS SUBDIVISION

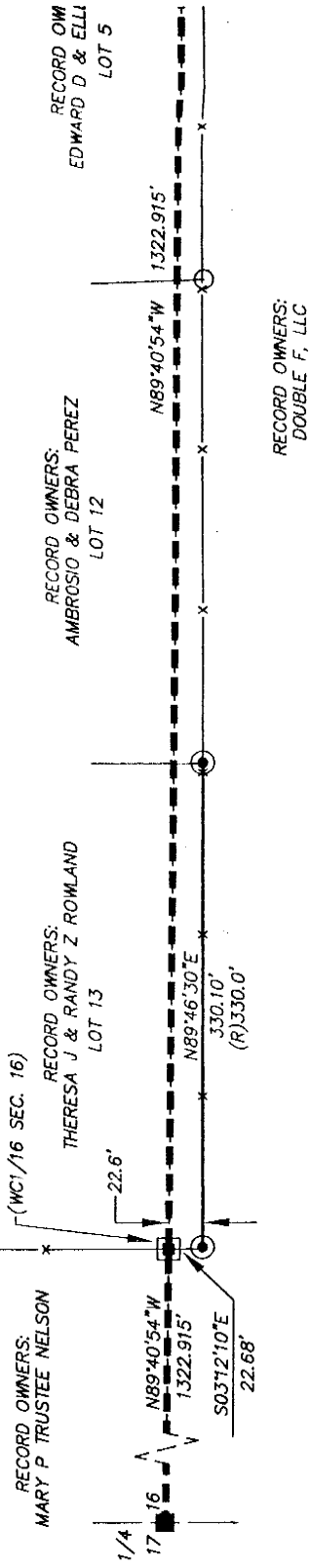
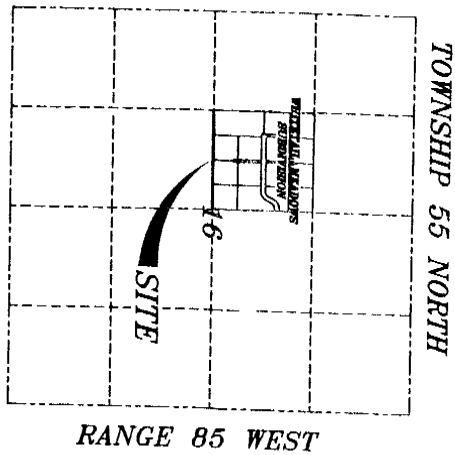
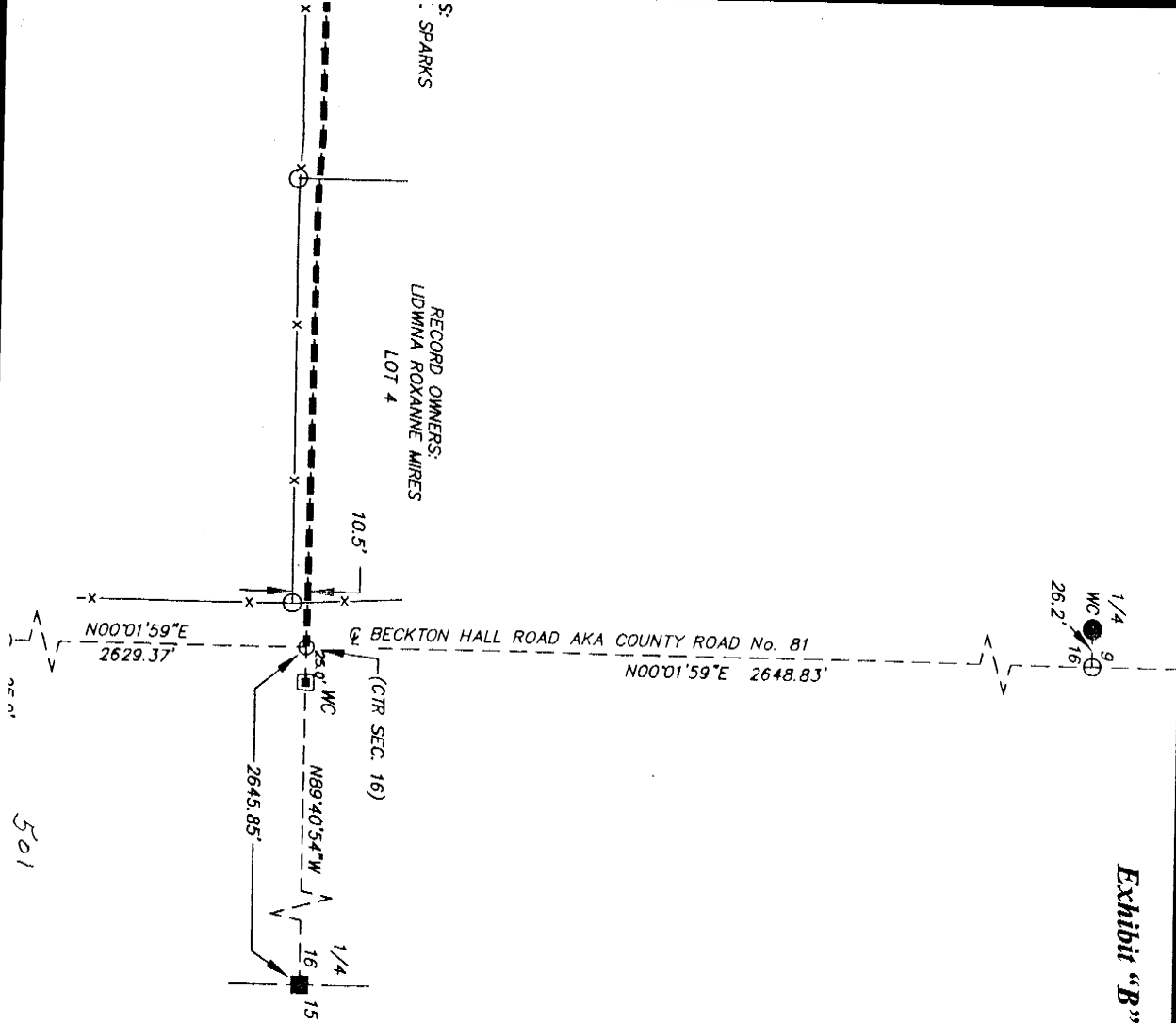


Exhibit "B"



LOCATION MAP

SCALE: 1"=2000'

**LEGEND.**

502

- FOUND 3-1/4" ALUMINUM CAP PER LS 2615
- FOUND 1-1/2" ALUMINUM CAP PER LS 2615
- SET 3-1/4" ALUMINUM CAP PER LS 2615
- FOUND 1" IRON PIPE
- NOTHING SET/NOTHING FOUND
- WC WITNESS CORNER
- (R) RECORD
- LOT LINE
- X— FENCE LINE
- SECTION LINE
- INTERIOR SECTION LINE
- INTERIOR SECTION LINE/ NORTH
- PROPERTY LINE OF DOUBLE F, LLC.

SCALE: 1" = 40'  
BASIS OF B  
WYOMING STATE PLANE

**SURVEYOR'S CERTIFICATE**

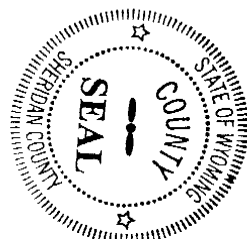
STATE OF WYOMING : ss  
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION.



"SURVEY IS VALID ONLY IF PRINTED WITH SEAL AND SIGNATURE OF SURVEYOR SIGNING"





**CERTIFICATE OF RECORDER**

STATE OF WYOMING : ss  
COUNTY OF SHERIDAN

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT 3:15 O'CLOCK THIS 15 DAY  
OF JULY, 2004, AND FILED IN DRAWER A, PLAT NO. 323.  
INSTRUMENT NO. 481443 FEE \$ 25.00

Audrey Kettler  
COUNTY CLERK

Dale R. Kauter  
DEPUTY COUNTY CLERK

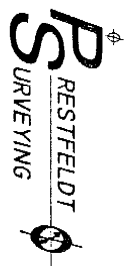
**DATE**

SURVEYOR IN THE STATE OF  
Y AND CORRECTLY REPRESENTS  
MY DIRECT SUPERVISION.

**RECORD OF SURVEY**

CLIENT: ROGER REINKE  
115 BECKTON HALL ROAD  
SHERIDAN, WYOMING, 82801

LOCATION: THE SW1/4 OF SECTION 16, T55N, R85W, 6TH P.M., SHERIDAN  
COUNTY, WYOMING.



PO BOX 3082  
SHERIDAN, WY 82801  
307-672-7415  
FAX 674-5000

503

JN: 96059  
DF: 96 \ 96059DA  
ROGER REINKE  
JULY 13, 2004

ORIGINAL  
AND DATED