

**EASEMENT AND BOUNDARY AGREEMENT**

THIS EASEMENT AND BOUNDARY AGREEMENT is entered into this 28 day of SEPTEMBER, 2001 by and between RAY W. KRAFT and ROSE M. KRAFT, husband and wife, (herein referred to as "the Krafts"), and CHRISTIAN P. NISSEN and JACKLINE C. NISSEN, husband and wife (herein referred to as "the Nissens").

**Recitals of Fact**

1. The Nissens are the owners of certain property, which is located in Sheridan County, Wyoming, and which is described as follows, to-wit:

Lot 5 and the North half of Lot 6, Block 18, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

2. The Krafts are the owners of property which adjoins the Krafts' property, which is also located in Sheridan, Wyoming, and which is described as follows, to-wit:

Lots 3 and 4, Block 18, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

3. There is a small dwelling on the back of the property owned by the Nissens which was constructed so that it encroaches onto the property owned by the Krafts.

4. The parties have agreed that the said dwelling does not need to be moved, but that if it is ever torn down or moved, that any repaired or replacement structure shall be constructed so that it no longer encroaches onto the property now owned by the Krafts.

**Agreement**

IN CONSIDERATION of the mutual covenants and conditions set forth below, the parties agree as follows:

I. **Conveyance of Easement:** The Krafts hereby convey to the Nissens an easement authorizing the Nissens, their successors and assigns, the right to leave the small dwelling where it currently is located, as shown by the copy of a Surveyors Certificate signed by Carl Oslund and dated August 10, 1983, a copy of which is attached hereto. This easement is limited to the portion of the Krafts' lot on which the building is constructed. The said portion of the Kraft's property which is encumbered by this easement may only be used for the purpose of maintaining said building.

II. **Duration of Easement:** This easement shall last only so long as the Nissens, their successors and assigns, shall last only so long as the said building remains in its current location. If, for any reason, the location of said building is ever changed, this easement shall terminate and be of no further force and effect. And if the building is ever damaged to the extent that it must be substantially rebuilt, this easement shall terminate and be of no further force and effect.

III. **Boundary Agreement:** The parties agree that the boundary between their two lots shall remain where it was originally located and that no adverse possession shall accrue as the result of this agreement or of any action by either of the parties, or their successors and assigns.

IV. **Binding Effect:** This Agreement shall be binding upon, shall run with and shall inure to the benefit of both of the properties described above.

V. **Warranties:** Neither party warrants that it has clear or marketable title to the land across which it is granting the above easement. If it is determined that either party does not have title to grant this easement, the sole remedy of the other party shall be the recovery of the consideration paid to such party.

Dated this 28 day of SEPTEMBER, 2001.

Ray W. Kraft  
Ray W. Kraft

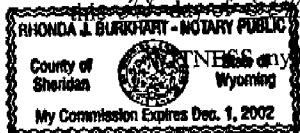
Christian P. Nissen  
Christian P. Nissen by Jackline C. Nissen his agent under a General Power of Attorney recorded in the office of the Sheridan County Clerk on March 20, 2001 in Book 22 of Miscellaneous at page 111

Rose M. Kraft  
Rose M. Kraft

Jackline C. Nissen  
Jackline C. Nissen

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The above and foregoing Easement and Boundary Agreement was signed before me this 28 day of SEPTEMBER, 2001 by Ray W. Kraft and Rose M. Kraft.



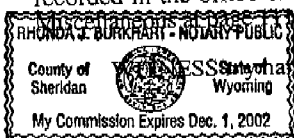
Witness my hand and official seal.

Rhonda J. Burkhardt  
Notary Public

My Commission expires: 12/1/2002

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The above and foregoing Easement and Boundary Agreement was signed before me this 28 day of SEPTEMBER, 2001 by Jackline C. Nissen individually and by Christian P. Nissen by Jackline C. Nissen his agent under a General Power of Attorney recorded in the office of the Sheridan County Clerk on March 20, 2001 in Book 22 of



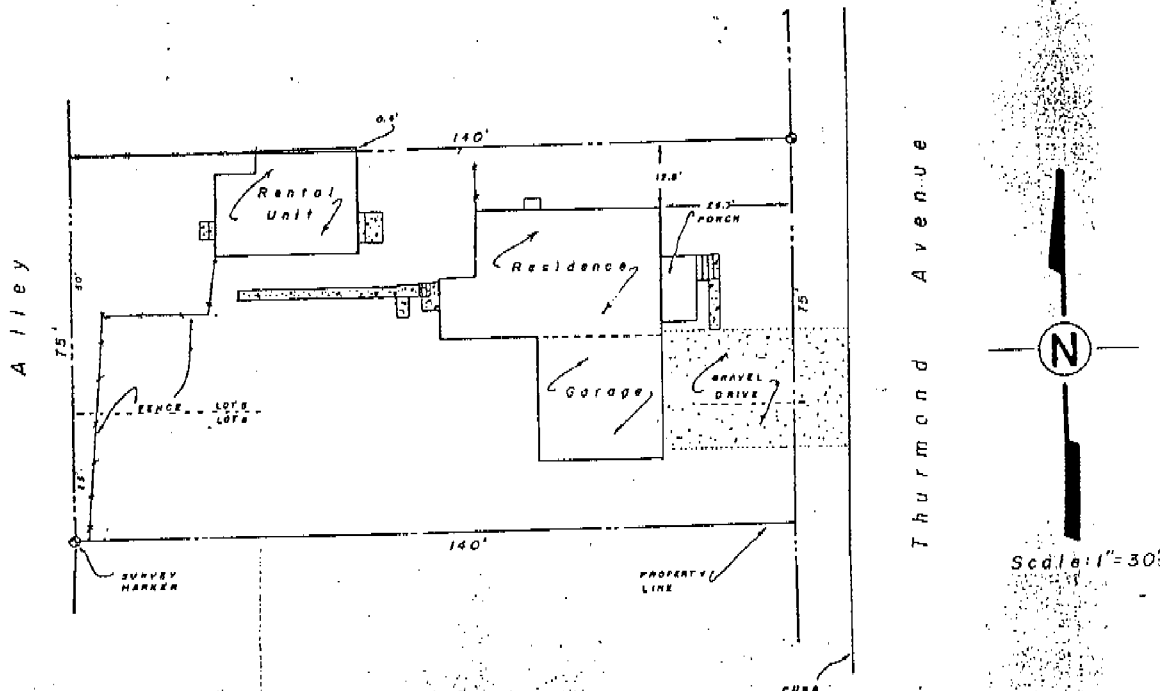
Witness my hand and official seal.

Rhonda J. Burkhardt  
Notary Public

My Commission expires: 12/1/2002

# Surveyor's Certificate

I, Carl R. Oslund, a duly licensed surveyor, hereby certify that this Surveyor's Certificate was made from surveys made by me, or under my direction, or from surveys by others duly recorded as a public record, or from existing monuments of surveys made by others, of the parcel of land in the City of Sheridan State of Wyoming, and described as follows: Lot 5 and the North Half of Lot 6, Block 10, Sheridan Gardens Addition.



Street Number 1844 South Thurmond, this property being situated on the West side of said street.

I further certify as follows:

1. The residence and garage situated upon the above-described property are wholly within the boundary lines of the above-described property.
2. The driveway lies within the said boundary lines.
3. No side line of the residence is less than 12.8 feet from any of the said boundary lines.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The building line restrictions have ~~not~~ been violated. (*Rental unit encroaches approximately 0.4' into Lot 4.*)
6. The front wall of the residence is 25.3 feet from the front lot line.
7. (a) This residence is not in the Flood Plain as designated by H.U.D.

OR

(b) This residence does not appear to be within the Flood Plain as designated by H.U.D. for the unincorporated areas of Sheridan County, Wyoming. However, no exact elevations for the Flood Plain in unincorporated areas are known and I disclaim the accuracy of the locations with reference to the Flood Plain in unincorporated areas of Sheridan County, Wyoming.

8. This certificate correctly represents all the data shown hereon.

SIGNED AND DATED at 4:00 P.M. this 10<sup>th</sup>

day of August, 19 83.

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*Carl R. Oslund*

Registration No. 102 L.S.