RECORDED APRIL 15, 1982 BK 265 PG 370 NO.840537 MARGARET LEWIS, COUNTY CLERK

## BOUNDARY AGREEMENT

THIS AGREEMENT, entered into this day by and between ARTHUR MANZ and CLAUDIA L. MANZ, husband and wife, of Sheridan, Wyoming, hereafter called "Manz" and STEVE CARROLL, MARY CARROLL, GEARL REARS, BILL RAWLINGS and ALLEN WEAVER of Sheridan, Wyoming, hereafter called "Carrolls",

WITNESSETH:

WHEREAS, Manzs are the owners of Lots 8, 9, and 10 of Block 16 of Gillette Addition to the City of Sheridan and Carrolls are purchasing Lots 11, 12, 13, 14, 15, 16, and 17 of Block 16, Gillette Addition to the City of Sheridan and portions of a vacated alley along the north end of said lots, and

WHEREAS, a garage located on Carrolls' property encroaches onto the property owned by Manz and the parties desire to agree as to the ownership of the land upon which the garage is situate, the right to repair and maintain the building and roof, the construction of a fence upon the boundary line and the right to repair and maintain the sewer line owned by Manz which crosses property owned by Carrolls, and

WHEREAS, the parties desire to set forth their mutual understandings and agreements in writing.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1.

Manz, Grantors, by these presents for themselves, their successors and assigns do hereby remise, release and forever quitclaim unto Carrolls, Grantees, their successors and assigns, the following described property, to-wit:

A parcel of land lying in a vacated alley, lying north of the north line of Lots 11 through 17, Block 16 of the Gillette Addition to the City of Sheridan, Wyoming, more particularly described as follows:

Beginning at a point lying in said vacated alley, said point being north 11 feet from the north line of Lot 15 and 51.50 feet from the west right-of-way line of Gladstone Street; thence due north .9 feet to a point; thence west-erly 25.0 feet to a point; thence due south 1.3 feet to a point; thence east to the point of beginning.

Together with an easement over and across Grantors' adjoining property (Lot 10) for access to repair and maintain said garage, the eaves over garage and the roof.

2.

It is understood that Manzs intend to convey only that portion of their property upon which the garage encroaches and the parties agree it is their intention that the above described legal description shall include the exterior boundary of the said garage.

3.

Carrolls agree to contribute the sum of Five Hundred Dollars (\$500.00) toward the purchase and construction of a chain link fence approximately three (3) feet in height extending from the corner of the above described parcel and garage along the boundary line between the properties owned by Manz and Carrolls to the alley. Carrolls shall pay said sum within ten (10) days after the completion of the fence.

4.

Carrolls do hereby grant unto Manz, their successors and assigns, an easement for access for the repair and maintenance of a sewer line which serves Manz property across portions of Carrolls' property located generally in the northeast corner of said Lots 11 through 17.

5.

This agreement shall be binding upon and inure to the benefit of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands

this <u>33-</u> day of <u>March</u> , 1982.
ARTHUR MANZ  CLAUDIA L. MANZ  CLAUDIA L. MANZ  STEVE CARROLL
Mary Kay Carroll MARY GARROLF
GEARL REARS  Wall J. Reaus  BILL RAWLINGS  ALLEN WEAVER
STATE OF WYOMING )  State of Sheridan )
The foregoing instrument was acknowledged before me this 25 day of Mach, 1982, by Arthur Manz and Claudia L. Manz, husband and wife.
WITNESS my hand and official seal.
Beverly a. Reichtnan Notary Public
My Commission expires: MY COMMISSION EXPIRES JUNE 5, 1985