RECORDED APRIL 24, 2002 BK 433 PG 90 NO 406110 AUDREY KOLTISKA, COUNTY CLERK

FENCE LINE AGREEMENT

This Agreement is made and entered into this \(\frac{1}{2} \) day of \(\frac{1}{2} \) Moreover, 2002, by and between Michael R. Groshart and Markus J. Groshart, of Sheridan County, Wyoming ("Grosharts") and \(\frac{1}{2} \) and \(\frac{1}{2} \) Livestock Co., Inc., a Wyoming corporation, of Sheridan County, Wyoming ("Lomax").

WITNESSETH:

 $\label{eq:whereas} \textbf{WHEREAS}, \textbf{Grosharts own the lands described on attached } \textbf{Exhibit A}, \textbf{among other lands, and}$

WHEREAS, Lomax owns the lands described on attached Exhibit B, among other lands, and

WHEREAS, boundary fences have been constructed between the lands described on Exhibit A and Exhibit B, which boundary fences do not exactly follow the actual boundaries of those lands as they are described on Exhibits A and B, and

WHEREAS, the parties wish to make an agreement concerning the use of lands which lie within each party's fences, for the purposes of preventing future claims of adverse possession.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

- 1. The actual property line between the lands owned by each party shall be as described on Exhibits A and B attached hereto, notwithstanding the location of boundary fences that may now exist or hereafter be constructed on or near such actual property line.
- 2. Each party hereby grants to the other party a right to use such lands as may lie within the boundary fences of such other party, provided, however, that this right of use shall be limited to grazing, farming and other agricultural uses, and shall not extend to the construction of buildings, improvements, roads, ditches, mining operations, or any other uses. This right of use may be revoked by either party upon thirty (30) days' written notice.
- 3. If either party wishes to move fences from their present location to, or construct new fences on, the actual property line between the lands described on Exhibits "A" and "B", such work will be done at that party's sole cost and expense. Otherwise, the cost of maintaining or replacing existing fences shall be borne as provided by Wyoming law.
- 4. This Agreement shall be binding upon the parties hereto, and their respective heirs, successors, personal representatives and assigns.

DATED as of the year and date first above written.

Michael R. Groshart

Markers Iv.

Markus J. Groshaft

LOMAX LAND & LIVESTOCK CO., INC.,

a Wyoming corporation

Bv:

Title: President

STATE OF WYOMING)) ss.	KAREN S. NICHOLSON MOTARY PUBLIC COUNTY OF STATE OF WYOMING
The foregoing Fence Line) ne Agreeme	ent was acknowledged before me this day
WITNESS my hand and		R. Groshart and Markus J. Groshart.
6	Notary	Public
	My con	imission expires: May 31, 2005
STATE OF WYOMING	1	KAREN S. NICHOLSON NOTARY PUBLIC
COUNTY OF SHERIDAN) ss.)	COUNTY OF STATE OF WYOMING MY COMMISSION EXPIRES MAY 31, 2005
Dundent, 2002	by Sar	nt was acknowledged before me this 18 day the lax Land & Livestock Co., Inc., a Wyoming
corporation.	·	
WITNESS my hand and	official seal	« Sepol
C	,	nission expires: May 31, 2005

EXHIBIT A

Groshart Lands

Township 57 North, Range 87 West, 6th P.M. Sheridan County, Wyoming

Section 26: S1/2SW1/4

Section 35: NW¼NE¼, SE¼NE¼ (part)

EXHIBIT B

Lomax Lands

Township 57 North, Range 87 West, 6th P.M. Sheridan County, Wyoming

Section 26: N½SW¼, S½SE¼

Section 35: NE¼NE¼