

RECORDED JUNE 7, 1977 BK 222 PG 326 NO. 710877 MARGARET LEWIS, COUNTY CLERK
A BOUNDARY AND POSSESSION AGREEMENT

This Agreement entered into by and between Orvalle P. Snell and Ellen E. Snell, husband and wife, herein referred to as Snell and Texaco Inc., a Delaware corporation, authorized to do and doing business in the State of Wyoming, herein referred to as Texaco, witnesseth that:

Whereas Snell is the record title owner of that certain parcel of land situated in Sheridan County, Wyoming and described as the SE1/4 of SE1/4 of Section 8 and the SW1/4 of SW1/4 of Section 9, T53N-R83W; and,

Whereas Texaco is the record title owner of that parcel of land situated in Sheridan County, Wyoming described as the NE1/4 of SE1/4 of Section 8 and the NW1/4 of SW1/4 of Section 9, T53N-R83W; and,

Whereas the parties hereto own and maintain a common fence between their respective 80 acre tracts herein described, which fence is not situated on the common boundary between the above described parcels; and,

Whereas each of the parties thereto desires to evidence its recognition of other's title as above set forth.

Now, therefore, in consideration of the respective acknowledgments and agreements of the parties hereto it is mutually agreed as follows:

1. Texaco does hereby acknowledge that Snell is the record title owner of that certain 80 acre tract of land described as the SE1/4 of SE1/4 of Section 8 and the SW1/4 of SW1/4 of Section 9, T53N-R83W and further declares that any possession of any portions of such lands of Snell that has or may hereafter be exercised by Texaco north and east of the fence separating said parcels has been and shall hereafter be deemed to be exercised on behalf of Snell and that all rentals that may accrue from third parties with respect to said 80 acre Snell

parcel shall be payable solely to Snell.

2. Snell does hereby acknowledge that Texaco is the

record title owner of that certain 80 acre tract

of land described as the NE1/4 of SE1/4 of Section

8 and the NW1/4 of SW1/4 of Section 9, T53N-R83W

and further declares that any possession of any

portions of such lands of Texaco that has or may

hereafter be exercised by Snell south of the fence

separating said parcels has been and shall hereafter

be deemed to be exercised on behalf of Texaco and

that all rentals that may accrue from third parties

with respect to said 80 acre Texaco parcel shall be

payable solely to Texaco.

Each party hereto releases to the other any rights, claims

and causes of action which may arise out of or be based on such

party's possession heretofore exercised on the lands of the other

including but not limited to any claims for past rentals that may

have accrued from leases of buildings and/or facilities situated

on the lands herein described.

The parties hereto further agree that each will continue

to bear one-half (1/2) of the cost of repairing and maintaining

the common fence, but such bearing of expenses shall in no way be

deemed as a recognition that said fence constitutes the record

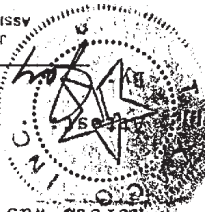
title boundary between the Snell tract and the Texaco tract.

In witness whereof this agreement is entered into this

day of June, 1977 effective as of the date the

above described fence separating the properties of the parties

hereto was first erected.



JOY K. BURNETT
ASSISTANT SECRETARY

By: Joy K. Burnett

Approved:

By: Attorney for Snell

TEXACO Inc.
Western Coal Department
By: [Signature]
Vice President

Orville P. Snell

Ellen B. Snell

328

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

The foregoing instrument was acknowledged before me this 27th day of APRIL, 1977, by R. T. Carter, the Vice President of TEXACO Inc., a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

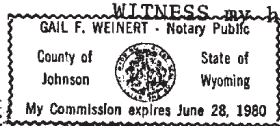


My commission expires: M. Antonio
Notary Public
May 28, 1980

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

The foregoing instrument was acknowledged before me this 2nd day of June, 1977, by Orvalle P. Snell and Ellen E. Snell, husband and wife.

WITNESS my hand and official seal.



My commission expires: Gail F. Weinert
Notary Public
6/28/80