

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT is made this 13 day of May, 1991, by and between WYOMING BANK AND TRUST COMPANY OF BUFFALO, WYOMING, acting in its capacity as Trustee of the ERLAND GREENOUGH TRUST (herein referred to as "Trustee"), and BARBARA J. FRIGO, a single woman of Sheridan, Wyoming (herein referred to as "Buyer").

**Recitals of Fact**

1. Buyer is purchasing from John J. Bocek and Betty E. Bocek a certain real estate which is located in Sheridan County, Wyoming and which include the lands described as described as follows:

A parcel of land lying in the SW1/4NE1/4, SE1/4NW1/4 of Section 10, Township 54 North, Range 83 West, of the Sixth Principal Meridian, Sheridan County, Wyoming; said parcel being more particularly described as follows:

Commencing at the northeast corner of said Section 10; thence S.27°15'19"W., 2856.67 feet, to the POINT OF BEGINNING of the herein described parcel said point lying on the east line of said SW1/4NE1/4; thence S.00°12'02"E., 15.66 feet along said east line to the southeast corner of said SW1/4NE1/4; thence S89°06'49"W., 1855.98 feet along the south line of the North 1/2 of said Section 10 to a point; thence N.10°54'58"W., 44.48 feet to a point on a fence line; thence N.89°58'43"E., 1864.13 feet along said fence line to the POINT OF BEGINNING.

Said tract contains 1.27 acres more or less.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

2. Trustee is the owner of certain lands which adjoin the lands being purchased by Buyer and which are described as follows:

A tract of land located in the SE1/4 and E1/2SW1/4 of Section 10, Township 54 North, Range 83 West, 6th P. M., Sheridan County, Wyoming, described as follows:

Beginning at a point being the southeast corner of said Section 10, said point being the northeast corner of a tract recorded in Sheridan County Deed Book 230, Page 445; thence along the southerly line of said Section 10, S.89°26'W., 2653.2 feet to the southwest corner of said SE1/4; thence leaving said southerly line, N.12°15'W., 1329.9 feet to a point on the northerly line of the SE1/4SW1/4 of said Section 10; thence N.11°04'W., 1324.1 feet to the northerly line of said E1/2SW1/4; thence along said northerly line of said E1/2SW1/4 and the northerly line of the SE1/4, N.89°19'E., 2453.7 feet to the centerline of U. S. Highway No. 14; thence along said centerline, S.40°39'E., 81.1 feet; thence through a curve to the right having a radius of 1442.4 feet and chord S.28°09'E., 623.9 feet; thence S.15°40'E., 1434.9 feet to the easterly line of said Section 10; thence along said easterly line S.00°06'E., 608.6 feet to the point of beginning.

Said tract containing 161.60 acres more or less.

3. The fence which encloses the property owned by Trustee has been built for convenience so that it also enclosed the above described land which Buyer is purchasing.

4. The parties wish to enter into an agreement to place the fence on the true boundary line which separates the land which Trustee owns from the land which Buyer is purchasing.

Agreement

THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Movement of Fence: The parties hereto agree that the boundary fence between their two properties shall be moved to the true boundary line. Said fence shall be a legal fence as defined by Wyoming law. Neither party shall have the prerogative to satisfy his or her obligation by building a fence on half of the total distance unless the other party agrees in writing as to which part of the fence will be built by each party.

II. Time for Movement of Fence: Said fence shall be moved at the convenience of <sup>both P.C. & P.K.</sup> either party.

III. Cost of Moving Fence: The cost of moving the fence shall be paid by one-half by each party. Said cost shall be paid within thirty (30) days of moving said fence unless the parties agree to the contrary.

IV. Effect of Failure to Move Fence: Neither the failure to move the fence nor the continued use of the property by Trustee or Trustee's beneficiary shall constitute either a trespass nor a hostile act.

V. Waiver of Claim for Damages: Buyer hereby waives any and all claims for trespass or other damages she may have arising from the past use of the use of the property by Trustee's beneficiary and for any future use until the fence is moved. .

VI. Binding Effect: This agreement shall be binding upon the parties hereto, their respective successors in interest and assigns.

Dated this 13<sup>th</sup> day of May, 1991.

Approved:

FIRST WYOMING BANK AND TRUST  
COMPANY OF BUFFALO, WYOMING

Pat Greenough  
Erland Greenough, Beneficiary

By:

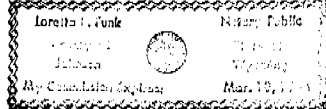
Donald Kraen  
Donald Kraen, Trust Officer

Barbara J. Frigo  
Barbara J. Frigo

STATE OF WYOMING )  
 ) ss.  
 County of Johnson )

The above and foregoing Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 13th day of May, 1991, by Donald Kraen, Trust Officer of the Wyoming Bank and Trust of Buffalo, Wyoming.

WITNESS my hand and official seal.



*Lorella L. Junk*  
 Notary Public

My Commission expires: March 10, 1994

STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

The above and foregoing Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 14th day of May, 1991, by Erland Greenough.

by telephone call  
 WITNESS my hand and official seal.



*[Signature]*  
 Notary Public

My Commission expires: March 17, 1993

STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

The above and foregoing Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 14th day of May, 19\_\_, by Barbara J. Frigo.

WITNESS my hand and official seal.



*[Signature]*  
 Notary Public

My Commission expires: March 17, 1993