

ENCROACHMENT AGREEMENT

THIS AGREEMENT made by and between Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated December 19, 1995, as amended, of Sheridan County, Wyoming, hereinafter referred to as "Brug One", and Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated December 19, 1995, as amended, of Sheridan County, Wyoming, hereinafter referred to as "Brug Two".

Recitals

- A. The parties have an interest in adjoining real estate situated in the City of Sheridan, County of Sheridan, State of Wyoming, and described, respectfully, as follows:
- Brug One owns Lot 4, Block 1, of the Third Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming.
- Brug 2 owns all of Lots 5 and 6, Block 1, of Third Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming.
- B. Brug One's property has situated upon it a garage (hereinafter referred to as "the garage facility") used for the storage of personal property, including but not limited to a motor vehicle. The garage facility encroaches upon Brug Two's real property, described above (particularly upon Lot 5), a distance of approximately one (1) foot in width.
- C. The parties intend to allow the garage facility to continue to encroach upon Brug Two's real property, subject to the terms and conditions of this Agreement.

Agreement

In consideration of the above Recitals and the terms and conditions of this Agreement, the parties agree as follows:

1. Brug Two grants to Brug One, for her benefit and that of her successors and assigns, a nonperpetual, exclusive easement to utilize the garage facility presently located upon Lot 4, and encroaching upon Lot 5, subject to the terms and conditions of this Agreement. Such easement is more particularly described as follows:

The North 1.0 feet of the West 23.0 feet of the East 101.0 feet of Lot 5, Block 1, Vale Avoca Place Third Addition to the City of Sheridan, County of Sheridan, Wyoming, all as more fully shown on Exhibit "A", attached hereto and by reference incorporated herein.
2. Brug One, her successors and assigns, shall be solely responsible for the cost of maintenance, repair and improvement of the garage facility. Brug Two, her successors and assigns, shall have no responsibility whatsoever for such costs.
3. In the event the garage facility is demolished by any cause whatsoever, the easement granted under this Agreement shall terminate immediately. In such event, Brug One, or her successors and assigns, shall execute a valid, enforceable and recordable release of such easement for the benefit of Brug Two, her successors and assigns. In the event the demolished garage facility is rebuilt by Brug One, her successors or assigns, such newly constructed garage shall be built upon the boundary line agreed upon by the parties hereto and as shown on attached Exhibit "A".
4. The parties agree that the easement created by this Agreement is a covenant that shall run with the land.
5. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

- 6 This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

DATED this 5 day of Nov, 2003.

Brug One

By: Lydia Brug
Lydia Brug, as Trustee of The Lydia Brug
Revocable Trust, dated December 19, 1995, as
amended

Brug Two:

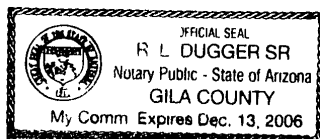
By: Lydia Brug
Lydia Brug, as Trustee of The Lydia Brug
Revocable Trust, dated December 19, 1995, as
amended

STATE OF ARIZONA)
COUNTY OF Gila) :ss.

The foregoing instrument was acknowledged before me this 5th day of November, 2003, by Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated December 19, 1995, as amended, in her capacity both as Brug One and as Brug Two.

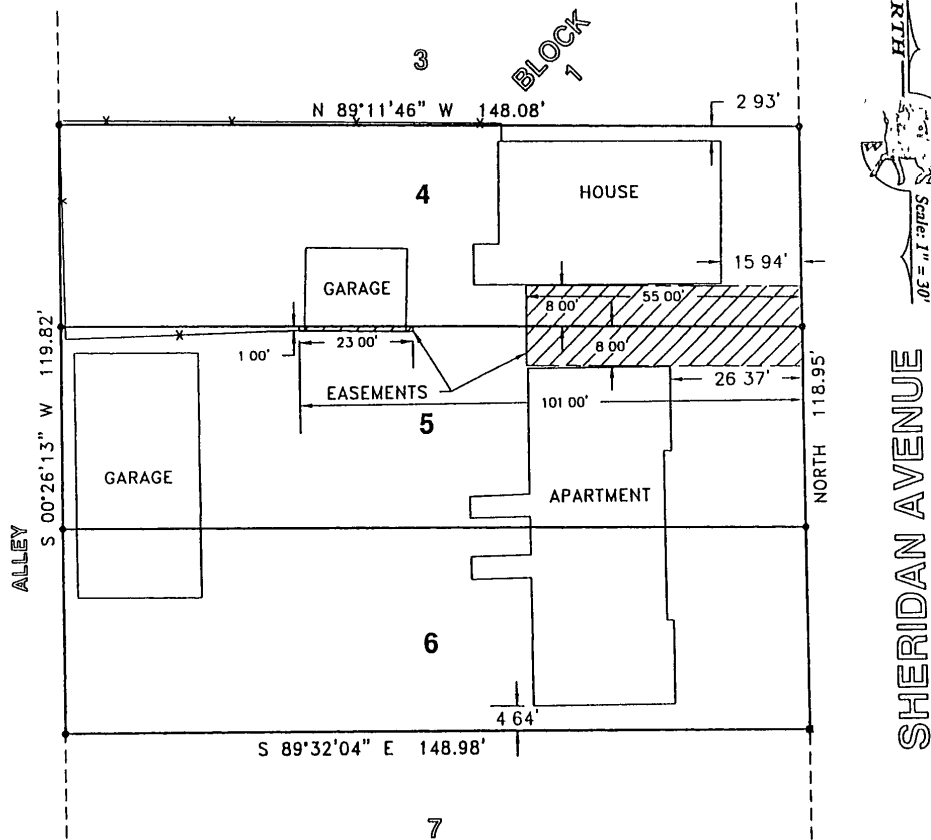
R L Dugger Sr
Notary Public

My Commission Expires: 12/5/2006



Surveyor's Certificate

I, WILLIAM A. MENTOCK, A DULY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PARCEL OF LAND IN THE CITY SHERIDAN, STATE OF WYOMING AS DESCRIBED AS FOLLOWS:
LOTS 4,5,AND 6, BLOCK 1, VALE AVOCA PLACE 3RD ADDITION



NOTE:

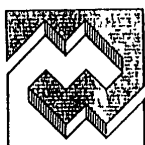
- FOUND IRON PIPE
- SET 2" ALUMINUM CAP AND REBAR
PER PE/LS 3864

STREET NUMBER -932 AND 942 S. SHERIDAN AVENUE
- THIS PROPERTY BEING SITUATED ON THE WEST SIDE OF THE STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. The foundations situated upon the above described property lie wholly within the boundary lines of the above described property.
2. The driveway lies within said boundary lines.
3. No side line of the foundation is less than 2.93 feet from any said boundary lines.
4. There are no encroachments upon the lot from buildings located upon any adjoining lot.
5. The building line restrictions have not been violated.
6. The front wall of the building is 15.94 feet from the front lot line
7. This residence is not in the flood plain as designated by H.U.D.
8. This certificate correctly represents all the data shown hereon.

SIGNED AND DATED AT 4:00 p.m. THIS 16th DAY OF OCTOBER, 2003.



MENTOCK-WILEY CONSULTANTS
CONSULTING ENGINEERS AND LAND SURVEYORS
TAYLOR PLACE No. 2
1030 NORTH MAIN ST.
SHERIDAN, WY 82801
Phone 307-674-4224
Fax 307-672-9492

W. A. M.
WILLIAM A. MENTOCK
WYOMING P.E. & L.S. 3864

