

THIS BOUNDARY LINE AGREEMENT is entered into this 18 day of MAY, 1993, by and between VITO J. SPITALERI, TRUSTEE OF THE VJS 1992-1 TRUST, herein referred to as "Owner" and GALEN J. BAKER, herein referred to as "Neighbor".

Recitals of Fact

1. Owner's predecessor in title purchased the following described land from Neighbor and her husband to-wit:

A tract of land situated in the SW¹/₄SW¹/₄ of Section 8, Township 54 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Northwest corner of the SW¹/₄SW¹/₄ of said Section 8, thence South 60 feet to a point; thence North 89° 46' East 886.6 feet to a point; thence North 60 feet to a point; thence South 89° 46' West 886.6 feet to the point of beginning, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

2. Owner's predecessor in title granted an easement to Neighbor which is recorded in the office of the Sheridan County Clerk and Recorder in Book 286 of Deeds at page 619.

3. Owner has never installed a boundary fence between the property described above and the rest of the property which Neighbor and her husband retained. Neighbors have continued to use the property from the date of purchase with the consent of Owner and Owner's predecessor in title.

4. Neighbor's husband died on June 25, 1988, and Neighbor is now the sole owner of the adjoining property by right of survivorship. An Affidavit of Survivorship clearing title to the adjoining land in Neighbor's name was filed in the office of the Sheridan County Clerk and Recorder on August 2, 1988, in Book 320 of Deeds at page 545.

5. The parties wish to continue the arrangement which has existed in the past and to document the arrangement.

Agreement

IN CONSIDERATION of the mutual covenants and conditions set forth below, Owner and Neighbor agree as follows:

I. Permissive Use of Property: Neighbor may continue to use Owner's property which is described above with Owner's permission. Neighbor's continued use of such property shall not constitute adverse possession and the statute of limitations for clearing title to the property in Owners shall not run.

II. Construction of Fence: Either party may construct a fence along the boundary line which separates Owner's land from Neighbor's land at any time. But such fence shall include a gate in a location which will allow Neighbor to continue to use the easement referred to above.

III. **Binding Effect:** This Boundary Line Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Dated this 18 day of MAY, 1993.

Vito J. Spitaleri
Vito J. Spitaleri, Trustee

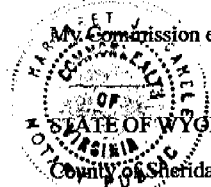
Galen J. Baker
Galen J. Baker

COMMONWEALTH OF VIRGINIA)
: ss.
County of Fairfax)

The above and foregoing Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 18 day of May, 1993, by Vito J. Spitaleri, Trustee.

WITNESS my hand and official seal.

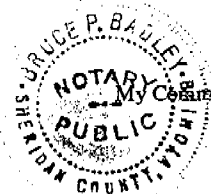
Margaret J. Smble
Notary Public

My Commission expires: Nov 30, 1993
)
STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 18 day of May, 1993, by Galen J. Baker.

WITNESS my hand and official seal.

Bruce P. Bailey
Notary Public

My Commission expires: My Commission Expires November 21, 1996
)
STATE OF WYOMING)
: ss.
County of Sheridan)