

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is entered into this 27th day of July, 1993, by and between **GERALD G. LUCE and MARIAN D. LUCE**, husband and wife, herein referred to collectively as "the Luces", and **RONALD C. ROMNEY and COZETTE ROMNEY**, husband and wife, herein referred to collectively as "the Romneys".

Recitals of Fact

1. The Luces are the owners of record of the following-described property, to-wit:

Lot 17, Block 2, Colony South Addition to the City of Sheridan, Sheridan County, Wyoming.

2. The Romneys are the owners of record of the following-described property, which is adjacent to the property owned by the Luces, to-wit:

Lot 18, Block 2, Colony South Addition to the City of Sheridan, Sheridan County, Wyoming.

3. Neither party is certain where the legal boundaries of their properties are, and both parties desire to be assured that no adverse possession will occur due to the occupation of any portion of their property by their neighbor.

Agreement

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

I. **Permissive Use of Property:** That any use made by either of the parties of the property of the other was permissive in nature and that any such future use shall continue to be permissive. The parties recognize and understand that this means that no adverse possession shall occur by virtue of the use of the other's property.

II. **Recognition of Legal Boundaries:** Both parties recognize that their ownership is limited to the boundaries established when the property was originally subdivided and as reflected in their deed.

III. **Existing Fences:** All fences between the two properties described above are placed in a convenient place which may or may not be the true boundary line. Either party may move the fence to its true boundary line at any time, provided however, that the party moving the fence shall replace it with a type of fence which is acceptable to both parties, or if the parties cannot agree, the new fence shall be of the same type and design as the old fence, but shall be made of new materials and shall be properly finished. Unless the parties agree to the contrary, the expense of the new fence shall be borne exclusively by the party who desires to move it.

IV. **Binding Effect:** This Boundary Line Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

Gerald G. Luce

29 Jan 93
Date

Ronald C. Romney

7/25/93
Date

Marian D. Luce

7-29-93
Date

Cozette Romney

7-25-93
Date

STATE OF WYOMING)

: ss

County of Sheridan)

The above and foregoing instrument was subscribed before me this 27th day of July, 1993, by Gerald G. Luce and Marian D. Luce.



WITNESS my hand and official seal.

Timothy S. Larkins
Notary Public

My Commission expires on: March 17, 1997

STATE OF WYOMING)

: ss

County of Sheridan)

The above and foregoing instrument was subscribed before me this 25th day of July, 1993, by Ronald C. Romney and Cozette Romney.

WITNESS my hand and official seal.

Larry D. Shiner
Notary Public

My Commission expires on: _____

