



FENCE-LINE AGREEMENT

This Fence-Line Agreement (the "Agreement") is made and entered into this 27th day of September, 2024, by and between Sweezey Properties #2 Ltd., a Texas Limited Partnership, of 4253 Armstrong Parkway, Dallas, Texas 75202 ("Sweezey") and McWilliams Holdings, Inc., a Texas Corporation, of 12392 E FM 501, San Saba, Texas 76877-8858 ("McWilliams") (together as, the "Parties").

RECITALS

- A. Sweezey owns the lands described on attached Exhibit A (the "Sweezey Lands"), and McWilliams owns the lands described on attached Exhibit B (the "McWilliams Lands");
- B. Boundary fences exist, or will soon be constructed, between the Sweezey Lands and the McWilliams Lands which do not follow the actual legal boundary between the Sweezey Lands and McWilliams Lands; and
- C. The Parties wish to enter into this Agreement concerning the use of lands which lie within each Party's fences for the purpose of preventing future claims of adverse possession.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

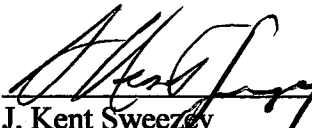
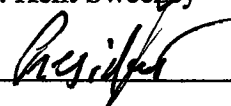
- 1. The actual property line between the lands owned by each party shall be as described on attached Exhibit A and Exhibit B, notwithstanding the location of boundary fences that may now exist or hereafter be constructed on or near such actual property line.
- 2. Each Party hereby grants to the other Party permission to use such lands as may lie within the boundary fences of such other Party, provided, however, that this right of use shall be limited to grazing, and other agricultural uses, and shall not extend to the construction of buildings, improvements, roads, ditches, mining operations, or any other uses. Subject to Paragraph 5, below, this right of use may be revoked, in whole or in part, by either party upon ninety (90) days' written notice.
- 4. Any use of the Sweezey Lands by McWilliams is expressly considered permissive and not adverse by McWilliams and its successors and assigns. Any use of the McWilliams Lands by Sweezey is expressly considered permissive and not adverse by Sweezey and its successors and assigns.
- 5. If either Party wishes to move a fence, or any part thereof, from its present location to, or construct new fences on, the actual property line between the Sweezey Lands and McWilliams Lands, such work will be done at that Party's sole cost and expense.
- 6. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

DATED as of the year and date first above written.

[Signature Pages Follow]



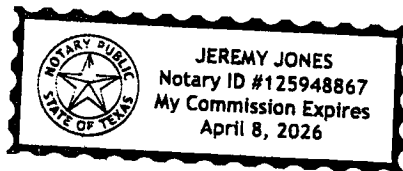
**SWEZEY PROPERTIES #2, LTD.,
a Texas Limited Partnership**


By: 
J. Kent Swezey
Title: 

STATE OF Texas)
COUNTY OF Dallas) :SS

The foregoing instrument was acknowledged before me this 24th day of September, 2024, by J. Kent Swezey, as the owner of Swezey Properties #2, Ltd., the Grantor.

WITNESS my hand and official seal.




Notary Public
My Commission Expires: 4/8/26

MCWILLIAMS HOLDINGS, INC.,
a Texas Corporation

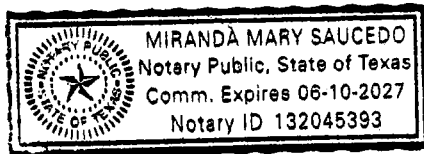
By: *Toby McWilliams*
Toby McWilliams

Title: V.P.

STATE OF Texas)
COUNTY OF Travis) ss

The foregoing instrument was acknowledged before me this 25th day of September, 2024, by Toby McWilliams, as the V.P. of McWilliams Holdings, Inc., the Grantee.

WITNESS my hand and official seal.



Miranda Mary Saucedo
Notary Public

My Commission Expires: 06/10/2027



Exhibit A
Description of Sweezey Lands

A tract of land being the SE $\frac{1}{4}$ SE $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and portions of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ all in Section 13, Township 54 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the South $\frac{1}{4}$ Corner of Section 13; thence along the Centerline of said Section 13 on a bearing of N 0°20'56" W for a distance of 1,502.55 feet; thence East for a distance of 2,612.28 feet to a point on the East line of Section 13; thence along said East line on a bearing of S 0°22'01" E for a distance of 1,185.50 feet; thence N 79°29'01" W for a distance of 68.0 feet; thence N 59°57'01" W for a distance of 62.0 feet; thence N 28°57'01" W for a distance of 136.0 feet; thence S 79°31'59" W for a distance of 31.0 feet; thence S 45°40'59" W for a distance of 181.0 feet; thence S 66°00'59" W for a distance of 203.0 feet; thence N 37°02'01" W for a distance of 99.0 feet; thence N 77°52'01" W for a distance of 61.0 feet; thence S 52°14'59" W for a distance of 120.0 feet; thence S 10°58'59" W for a distance of 49.0 feet; thence S 28°49'01" E for a distance of 163.59 feet to a point on the South line of said Section 13; thence along said South line on a bearing of S 87°16'51" W for a distance of 1,936.45 feet to the point of beginning.



Exhibit B
Description of McWilliams Lands

Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming
Section 13: E $\frac{1}{4}$

EXCEPTING THEREFROM that certain parcel of land conveyed to Robert L. Snyder and Agnes Joann Snyder in a Warranty Deed recorded September 15, 1969, in Book 173, Page 385.

FURTHER EXCEPTING THEREFROM A tract of land being the SE $\frac{1}{4}$ SE $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and portions of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ all in Section 13, Township 54 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the South $\frac{1}{4}$ Corner of Section 13; thence along the Centerline of said Section 13 on a bearing of N 0°20'56" W for a distance of 1,502.55 feet; thence East for a distance of 2,612.28 feet to a point on the East line of Section 13; thence along said East line on a bearing of S 0°22'01" E for a distance of 1,185.50 feet; thence N 79°29'01" W for a distance of 68.0 feet; thence N 59°57'01" W for a distance of 62.0 feet; thence N 28°57'01" W for a distance of 136.0 feet; thence S 79°31'59" W for a distance of 31.0 feet; thence S 45°40'59" W for a distance of 181.0 feet; thence S 66°00'59" W for a distance of 203.0 feet; thence N 37°02'01" W for a distance of 99.0 feet; thence N 77°52'01" W for a distance of 61.0 feet; thence S 52°14'59" W for a distance of 120.0 feet; thence S 10°58'59" W for a distance of 49.0 feet; thence S 28°49'01" E for a distance of 163.59 feet to a point on the South line of said Section 13; thence along said South line on a bearing of S 87°16'51" W for a distance of 1,936.45 feet to the point of beginning.

NO. 2024-794724 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801