

BOUNDARY AGREEMENT 166

THIS AGREEMENT is made and entered into on the date appearing below by and between ~~Steven~~ W. Dominick and Cheryl A. DeGott-Dominick, husband and wife, 369 West Burrows, Sheridan, Wyoming (hereinafter "Dominick's") and Jerry J. Worden and Darlene B. Worden, husband and wife, 349 West Burrows Street, Sheridan, Wyoming (hereinafter "Worden's") for the resolution of any disputes or uncertainties which may now exist or later occur concerning the legal effects upon the title to the real property of the respective parties created by the existence of a picket fence which has been erected on the Dominick property and appears to serve as a boundary between the two properties.

Therefore, it is mutually understood and agreed as follows:

1. The Dominick's own and claim the full legal fee interest in the following-described real property by warranty deed from Daniel G. Paustian and Rebecca L. Paustian of October 22, 1987, recorded in the office of the County Clerk for Sheridan County on October 23, 1987, to-wit:

Lot 10, and all of Lot 9, except the east 3 feet thereof, in Block 5, of the Grand View Addition to the City of Sheridan, Sheridan County, Wyoming.

2. The Worden's own and claim legal title to the following described property by reason of various conveyances from their predecessors, including D. P. B. Marshall and wife:

Lot 8, and the east 3 feet of Lot 9, in Block 5, of Grand View Addition to the City of Sheridan, Sheridan County, Wyoming.

3. A cedar fence has been erected between the above properties at a point located along a line which is 8 feet west of the east boundary of Lot 9 of Block 5 of the Grand View Addition; i.e., the existing fence encroaches upon the Dominick property in Lot 9 by a distance of 5 feet.

4. It is hereby understood and agreed that the existing fence has been constructed for the convenience of the parties in order to protect a row of lilac bushes planted on the

approximate boundary between the properties, and is not intended to serve as the boundary between the properties.

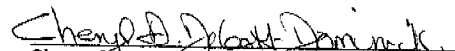
5. The Dominick's hereby grant to the Worden's a license for the continued use of the subject 5-foot strip of land constituting the east 5 feet of the Dominick property for a period ending with the transfer of legal title to the adjoining property from the Worden's to any third person or the removal of the subject lilac bush, whichever occurs first, beyond which license and permissive use Worden's shall not acquire any legal or equitable right or interest in the subject property.

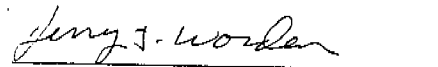
6. During the term of this agreement, Worden's further agree to maintain the subject 5-foot strip and associated fence in proper condition and appearance and shall defend, indemnify and hold the Dominick's harmless from any and all claims, demands and judgments which may be made by any person arising out of or relating to the use of the subject property and related fence.

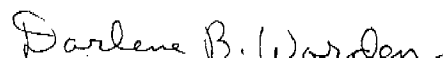
7. This agreement constitutes the entire understanding between the parties, shall not be modified unless by written amendments signed by both parties, and shall be binding upon and benefit the heirs, successors and assigns of the parties hereto.

DATED this 29<sup>-16</sup> day of SEPTEMBER, 1988.

  
Stephen W. Dominick

  
Cheryl A. DeGott-Dominick

  
Jerry J. Worden

  
Darlene B. Worden

STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

The foregoing instrument was acknowledged before me this 23rd day of September, 1988 by Jerry J. Worden and Darlene B. Worden; husband and wife.

WITNESS my hand and official seal.



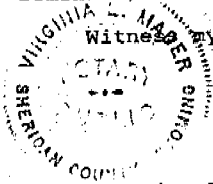
*Mark Randolph*  
 Notary Public

My Commission expires: July 21, 1989.

STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

Subscribed and sworn to before me this \_\_\_\_\_ day of September, 1988, by Stephen W. Dominick and Cheryl A. DeGott-Dominick, husband and wife.

Witness my hand and official seal.



*Virginia Mader*  
 Notary Public

My Commission Expires: July 25, 1990