

FENCE LINE AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of May, 1991, by and between P. A. B. WIDENER, of Sheridan County, Wyoming, hereinafter called "Widener", and GEORGE P. FLETCHER and SUSAN G. FLETCHER, husband and wife, of Sheridan County, Wyoming, hereinafter called "Fletcher".

W I T N E S S E T H, THAT:

WHEREAS, both parties own or control lands adjoining one another located in Sheridan County, Wyoming; and,

WHEREAS, there is an existing boundary fence between the parties' lands which is not situated on the boundary line; and,

WHEREAS, the parties have agreed to leave the existing fence in place subject to the terms and conditions of this agreement; and,

WHEREAS, the fence in its present location includes portions of the real property of Widener into the lands of Fletcher, and Widener has agreed to permit such use by Fletcher.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby mutually agreed as follows:

1.

That neither Fletcher nor their heirs, executors, administrators, successors or assigns shall ever claim any right, title or interest in that portion of the Widener land presently fenced into the Fletcher pasture, said Widener lands being more particularly described as follows:

Township 55 North, Range 85 West, 6th P.M.
Sheridan County, Wyoming

Section 17: A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and being more particularly described as follows:

Beginning at a point on the north line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, said point being South 89°59'50" East, 1034.63 feet from the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 28°24'36" West, 178.64 feet to a point on a fence line; thence North 44°54'33" East, 119.14 feet along said fence line to a point; thence North 17°41'48" East, 26.49 feet along said fence line to a point; thence North

08°34'48" West, 48.05 feet along said fence line to the point of beginning.

Said tract contains 0.076 acres, more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

2.

It is mutually understood and agreed that the lands subject to the terms of this agreement shall be used for agricultural purposes only and that no building, corral, or other structure shall be placed upon the above-described lands by Fletcher.

3.

Fletcher agrees that they shall not permit any waste to be committed on the above-described lands, nor shall Fletcher place, or permit to be placed, any hazardous materials or substances on the above-described property.

4.

Either party to this Agreement shall have the right to cancel the same upon thirty (30) days written notice to the other party.

5.

In the event of the termination of this Agreement, any new boundary fence constructed between the lands of the parties shall be paid for by the party who terminates this Agreement.

6.

For the purpose of providing notice to the parties to this Agreement, the following addresses shall be used:

Widener:

Mr. P.A.B. Widener
75 Rapid Creek Road
Sheridan, Wyoming 82801

With a copy to: Kirven and Kirven
P.O. Box 640
Buffalo, Wyoming 82834

Fletcher:

Mr. and Mrs. George P. Fletcher
1048 Big Goose Road
Sheridan, Wyoming 82801

7.

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, successors, administrators and assigns. Each of the parties hereto expressly releases and waives any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may be necessary to make this Agreement fully effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WIDENER:

P. A. B. Widener
P. A. B. WIDENER

FLETCHER:

George P. Fletcher
GEORGE P. FLETCHER
Susan G. Fletcher
SUSAN G. FLETCHER

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by P. A. B. WIDENER this 21st day of MARCH, 1991.

Witness my hand

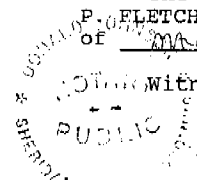


Timothy J. Parham
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by GEORGE P. FLETCHER and SUSAN G. FLETCHER, husband and wife, this 31 day of MAY, 1991.



Witness my hand and official seal.

Timothy J. Parham
Notary Public

My Commission Expires: April 13, 1993