

## FENCE LINE AGREEMENT

RECORDED JUNE 25, 1998 BK 393 PG 564 NO 288522 RONALD L. DAILEY, COUNTY CLERK

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of June, 1998,

by and between Sam Paul Mavrakis and Carol Rose Seidler-Mavrakis, husband and wife, of Sheridan, Wyoming (hereinafter "First Party") and Philip James Kane, III and Vicki G. Kane, husband and wife, also of Sheridan, Wyoming (hereinafter "Second Party").

### WITNESSETH:

**WHEREAS**, First Party owns the lands described on Exhibit "A" attached hereto, and

**WHEREAS**, Second Party owns the lands described on Exhibit "B" attached hereto, which adjoin those lands described in Exhibit "A", and

**WHEREAS**, boundary fences have been constructed around the lands described on Exhibits "A" and "B" which boundary fences may not exactly follow the actual legal boundaries of those lands as they are described on Exhibits "A" and "B," and

**WHEREAS**, the parties hereto wish to make an agreement concerning the use of lands which lie within each party's fences, for the purposes of preventing future claims of adverse possession.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

1. The actual property line between the lands owned by each party shall be as described on Exhibits "A" and "B" attached hereto, 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 a right 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. This right of use may be revoked by either party upon thirty (30) days written notice to that effect.

3. This agreement shall be binding upon the parties hereto, and their respective heirs, successors, personal representatives and assigns.

DATED at Sheridan, Wyoming, this 24<sup>th</sup> day of June, 1998.

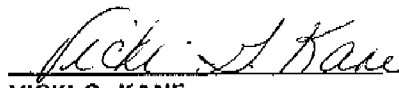
**FIRST PARTY**

  
SAM PAUL MAVRAKIS

  
CAROL ROSE SEIDLER-MAVRAKIS

**SECOND PARTY**

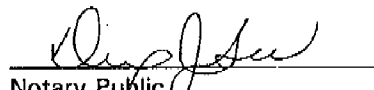
  
PHILIP JAMES KANE, III

  
VICKI G. KANE

STATE OF WYOMING     )  
                                      : ss.  
County of Sheridan     )

The foregoing instrument was acknowledge before me this 24<sup>th</sup> day of June, 1998, by Sam Paul Mavrakis and Carol Rose Seidler-Mavrakis, husband and wife.

WITNESS my hand and official seal.

  
Notary Public

My Commission Expires: June 25, 1999

STATE OF WYOMING     )  
                                      : ss.  
County of Sheridan     )

The foregoing instrument was acknowledge before me this 23 day of June, 1998, by Philip James Kane, III and Vicki G. Kane, husband and wife.

WITNESS my hand and official seal.

  
Notary Public

My Commission Expires: August 18, 2000