

AGREEMENT ESTABLISHING BOUNDARY

This Agreement is made and entered into effective the 30<sup>th</sup> day of October, 1989, by and between Robert J. Piros and Helen O. Piros, husband and wife (the "Pirose"), and Roberta L. Forbes, an unmarried woman ("Forbes").

1. Recitals. The Pirose own certain real property located in Teton County, Wyoming, described as follows:

Lots 1 and 5 of the Homesite Addition of the Grand Teton Ranch, Teton County, Wyoming, being a portion of Lot 4 of Section 2, T42N, R116W, Teton County, Wyoming (the "Piros Property").

Forbes owns certain real property located in Teton County, Wyoming, a portion of which being Lot 6 of Section 3, T42N, R116W, Teton County, Wyoming (the "Stilson Property").

The Piros Property and the Forbes Property share a common boundary which is contiguous with the west boundary of Lot 4, Section 2, and the east boundary of Lot 6, Section 3. The parties have recently acquired title to certain riparian lands which are appurtenant to their respective properties described above, and desire to fix, by agreement, a common boundary between their respective riparian ownerships. The parties have executed this instrument to carry out that purpose.

2. Establishment of Permanent, Fixed Boundary by Agreement of Owners of Adjacent Riparian Parcels. The Pirose and Forbes, in consideration of the mutual covenants and conditions set forth in this Agreement, and intending to permanently fix, by agreement, the common boundary between their riparian lands adjacent to the Piros Property and the Forbes Property hereby agree as follows:

A. The common boundary between the riparian lands appurtenant to the Piros Property, the west boundary of which is the west boundary of Lot 4, Section 2, T42N, R116W, Teton County, Wyoming, and the riparian lands appurtenant to the Forbes Property, the east boundary of which is the east boundary of Lot 6, Section 3, T42N, R116W, Teton County, Wyoming, shall be a line described on Exhibit "A" attached hereto and by this reference

RELEASED	/
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ABSTRACTED	

Recorded	AUG. 22, 1990	at	10:50 A. M.		
In Book	228	of	PHOTO	Page	900-903
No.	300844				\$10:00
<i>Della Woodward</i>					County Clerk
V. JOLYNN COONCE					

made a part hereof. The boundary established herein is agreed by the parties to be a permanent boundary between their respective riparian properties, and is intended by the parties to be made of public record in Teton County, Wyoming, and to inure to the benefit and be binding upon the parties, and their respective heirs, successors and assigns in ownership of the Piros Property and the Forbes Property.

3. Quitclaims. In consideration of the agreement and conveyance by Forbes as set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the Piroses do hereby convey and quitclaim to Forbes any and all right, title and interest which the Piroses may have in and to any portion of the riparian lands located to the west of the boundary line established in this Agreement. In consideration of the agreement and conveyance by Piroses as set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, Forbes does hereby convey and quitclaim to the Piroses any and all right, title and interest which Forbes may have in and to any portion of the riparian lands located to the east of the boundary line established in this Agreement.

4. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective heirs, successors and assigns in ownership of the Piros Property and the Forbes Property.

5. Construction. This Agreement shall be construed according to the laws of the State of Wyoming.

DATED this 30<sup>th</sup> day of October, 1989.

Robert J. Piros  
Robert J. Piros

Helen O. Piros  
Helen O. Piros

Roberta L. Forbes  
Roberta L. Forbes

STATE OF ILLINOIS,  
COUNTY OF COOK ) ss.

The foregoing instrument was acknowledged before me by Robert J. Piros and Helen O. Piros this 30th day of October, 1989.

Witness my hand and official seal.

Sharon A. Duff  
Notary Public  
PROVINCE A. DUFF  
NOTARY PUBLIC  
STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2-1-90

My Commission Expires: 5/4/90

STATE OF New Jersey,  
COUNTY OF Somerset ) ss.

The foregoing instrument was acknowledged before me by Roberta L. Forbes this 6th day of November, 1989.

Witness my hand and official seal.

S. Katz  
Notary Public  
IRA KATZ  
Notary Public of New Jersey  
My Commission Expires Sept. 2, 1991

My Commission Expires:

**EXHIBIT "A"**

Description for  
ROBERT J. PIROS  
of westerly riparian division line

To-wit:--

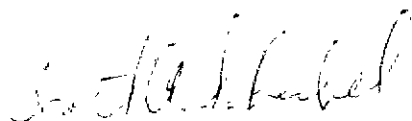
A line crossing riparian lands of the Snake River within Section 3, T42N, R116W, and Section 34, T43N, R116W, Teton County, Wyoming, described as follows:

BEGINNING at the meander corner on the left bank of the said Snake River on the line common to said Section 3 and Section 2 of said T42N, R116W, found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Teton County;

thence N39°-11.5'W, 2350.25 feet, along a buck and rail fence to a 2" galvanized steel pipe 28" long (BLM type) with brass cap inscribed, "PAUL N. SCHERBEL, PLS164 BIG PINEY, WYOMING" and appropriate details, set on the left bank of a channel of said Snake River;

thence continuing N89°-11.5'W, 300 feet, more or less, along a protraction of the above described line to the thread of the channel of said Snake River;

that the BASIS OF BEARING for this line is the south line of said Section 3 being S89°-41.3'W.



19 October 1989

piros.des "88A"

PLS 164  
Surveyor No. 164  
1989  
10/19/89