

**DRIVEWAY EASEMENT AND BOUNDARY LINE AGREEMENT**

THIS DRIVEWAY EASEMENT AND BOUNDARY LINE AGREEMENT is entered into this 12 day of NOVEMBER, by and between JONATHAN MALUTICH and KAREN A. MAROTTA, husband and wife, of Story, Wyoming (herein referred to as "Malutich and Marotta"), and TRIGG G. MARQUISS, a single man of Gillette, Wyoming (herein referred to as "Marquiss").

**Recitals of Fact**

1. Malutich and Marotta are the owners of certain land and improvements which are described as follows:

A tract of land located in the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 13, Township 53 North, Range 84 West of the 6th P. M., Sheridan County, Wyoming, described as follows:

Beginning at a point which is 1067 feet West and 30 feet North from the Southeast corner of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; thence North 270<sup>1</sup>/<sub>2</sub> feet to a point; thence West 253 feet, more or less, to the West line of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; thence South 270<sup>1</sup>/<sub>2</sub> feet to a point 30 feet North of the Southwest corner of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; thence East 253 feet, more or less, to the point of beginning.

2. Marquiss is the owner of certain land and improvements which adjoin the land owned by Malutich and Marotta and which is described as follows:

A tract of land situated in the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 13, Township 53 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Commencing at a point 30 feet North of the South line of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and 878 feet West of the East line of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, being on the North line of the road along the South line of said forty; thence North 300 feet; thence West 120 feet; thence South 29<sup>1</sup>/<sub>2</sub> feet; thence West 69 feet; thence South 270<sup>1</sup>/<sub>2</sub> feet to the North line of said road; and thence East 189 feet to the point of beginning.

Also a tract of land situated in the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of said Section 13, Township 53 North, Range 84 West, described as follows:

Commencing at a point 998 feet West of and 300.5 feet North of the Southeast corner of said NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; thence North 60 feet; thence West 69 feet, thence South 60 feet; and thence East 69 feet to the point of beginning.

3. Malutich and Marotta have for many years shared a driveway with Marquiss and his predecessor in title and part of Marquiss' garage has encroached on Malutich and Marotta's property.

4. The parties wish to reduce their agreement concerning these matters to writing and to make it a matter of public record.

**Agreement**

IN CONSIDERATION of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. **Easement for Driveway:** In order to establish a common driveway to serve the properties owned by Malutich and Marotta and Marquiss, the parties grant unto each other the following reciprocal easements. Malutich and Marotta hereby grant unto Marquiss, his heirs, successors and assigns, an easement ten (10) feet in width, which shall lie immediately west of the easterly edge of Malutich and Marotta's property as described above, and which shall run from the north edge of Penrose Lane to the front edge of Marquiss' existing garage. And Marquiss hereby grants unto Malutich and Marotta, their heirs, successors and assigns, an easement ten (10) feet in width, which shall lie immediately east of the westerly edge of Marquiss' property as described above, and which shall run from the north edge of Penrose lane to the front edge of Marquiss' existing garage. The easements shall be used for ingress and egress to each of the parties garages and properties. And they shall share equally the reasonable cost of maintaining the driveway.

II. **Consent to Encroachment:** The parties agree that Marquiss' garage which encroaches upon Malutich and Marotta's property may remain in its present location for so long as it is usable. Marquiss shall not be required to remove said garage. And no adverse possession shall occur because of the continued location of said garage. When said garage is no longer usable, it shall be removed and any new structure shall be located exclusively on Marquiss' property.

III. **Binding Effect:** This agreement shall inure to the benefit of, and run with, each of the parcels of land described above.

Dated: 11/12/97

Jonathan Malutich  
Jonathan Malutich

Dated: 11/12/97

Karen A. Marotta  
Karen A. Marotta

Dated: 11/12/97

Trigg G. Marquiss  
Trigg G. Marquiss

STATE OF WYOMING     )  
                                      : ss.  
County of Sheridan     )

The above and foregoing Driveway Easement and Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 12<sup>th</sup> day of November, 1997, by Jonathan Malutich and Karen A. Marotta.

WITNESS my hand and official seal.  
DRU E. SCHMITT  
Notary Public  
Sheridan County, WY  
My Commission Expires  
October 2, 2001

Dru E. Schmitt  
Notary Public

My Commission expires: 10-2-01

STATE OF WYOMING     )  
                                      : ss.  
County of Sheridan     )

The above and foregoing Driveway Easement and Boundary Line Agreement was subscribed, sworn to and acknowledged before me this 12<sup>th</sup> day of November, 1997, by Trigg G. Marquiss.

WITNESS my hand and official seal.  
DRU E. SCHMITT  
Notary Public  
Sheridan County, WY  
My Commission Expires  
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Dru E. Schmitt  
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My Commission expires: 10-2-01