

596350 AGREEMENT
BOOK 492 PAGE 0233
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**AGREEMENT CONCERNING SCOPE OF EASEMENTS
AND RIGHTS OF OWNERS**

This Agreement is entered into herein by and between **Joyce D. Forry**, Trustee of the Joyce D. Forry Trust, dated December 14, 2004, **Oscar Juroszek** and **Bessie Juroszek**, husband and wife, **Travis Weaver** and **Janet Weaver**, husband and wife, and **Helena P. McWilliams** and **Keith McWilliams**, husband and wife.

RECITALS

Certain differences and difficulties have arisen between the parties to this Agreement concerning the scope of the easements referred to herein below and the respective obligations and rights of the owners of the easements and the respective obligations and rights of the owners of the lands burdened by said easements.

These differences and difficulties have resulted in litigation between the parties in District Court in and for Sheridan County, Wyoming, which case is captioned as follows: *Forry et al. v. McWilliams et al.*, Civil Action No. 2006-318, Fourth Judicial District, Sheridan County, Wyoming. In this case, Joyce D. Forry, Oscar and Bessie Juroszek, and Travis and Janet Weaver (referred to collectively herein as "Forry et al" or "Plaintiffs") are Plaintiffs and Helena P. McWilliams and Keith McWilliams (referred to collectively herein as "McWilliams") are Defendants.

This agreement is intended to resolve the dispute concerning the easements referred to herein below and to clarify the rights and obligations of the respective parties.

NOW THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties stipulate and agree as follows:

1. Joyce D. Forry, Trustee of the Joyce D. Forry Trust, dated December 14, 2005, whose address is 2088 Big Horn Avenue, Sheridan, Wyoming, is the owner of the following described lands and easement:

A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, T. 55 N., R. 84 W. 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point located North 450 feet and West 240 feet from the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ thence West 32.5 feet, thence North 68.5 feet, thence West 272 feet, thence South 188.5 feet, thence East 304.5 feet, and thence North 120 feet more or less to the point of beginning.

Together with all improvements thereon, water and water rights, ditches and ditch rights thereunto appertaining, but subject to all reservations, exceptions and restrictions of record.

Together with an easement for ingress and egress fifty (50) feet wide, the center line of which is described as follows:

Beginning at a point located on the West boundary of the secondary highway, said point also being located North 305 feet and West 30 feet from the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 3, T. 55 N., R. 84 W., 6th P.M., thence West a distance of 514.5 feet.

These lands and easement are referred to herein as the "Forry Parcel" and the "Forry Easement" and are described in the Warranty Deed recorded on December 18, 1978 in Book 236, Page 548 in the Office of the Sheridan County Clerk and in the Warranty Deed recorded on April 29, 2005 in Book 463, Page 151 in the Office of the Sheridan County Clerk. The Forry Easement is for the benefit of, appurtenant to, and runs with the Forry Parcel.

2. Oscar and Bessie Juroszek, husband and wife, whose address is 2084 Big Horn Avenue, P.O. Box 172, Sheridan, Wyoming, are the owners of the following described lands and easement:

A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point 70 feet West of a point on the West line of the Wyoming Secondary Highway (formerly known as the Old Sheridan-Big Horn County Road), said point being West 30 feet and North 450 feet from the Southeast corner of said Section 3, thence South 120 feet to a point, thence West 70 feet to a point, thence North 120 feet to a point, and thence East 70 feet to the point of beginning.

Together with all improvements situate thereon.

Together with the right to use the street which is 50 feet in width and which adjoins the above described tract on the South as a means of ingress and egress and for the installation and maintenance of utilities.

These lands and easement are referred to herein as the "Juroszek Parcel" and the "Juroszek Easement" and are described in the Warranty Deed recorded on May 7, 1962 in Book 136, Page 216 in the Office of the Sheridan County Clerk; in the Warranty Deed recorded on May 7, 1962 in Book 136, Page 211 in the Office of the Sheridan County Clerk; and in the Warranty Deed recorded December 5, 1962 in Book 139, Page 573 in the Office of the Sheridan County Clerk. The Juroszek Easement is for the benefit of, appurtenant to, and runs with the Juroszek Parcel.

3. Travis and Janet Weaver, husband and wife, whose address is 2086 Big Horn Ave., Sheridan, Wyoming, are the owners of the following described lands and easement:

A tract of land situate in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point 140 feet West of a point on the West line of the Wyoming Secondary Highway (formerly known as the Old Sheridan-Big Horn County Road) said point being West 30 feet and North 450 feet from the southeast corner of said Section 3; thence South 120 feet to a point, thence West 70 feet to a point, thence North 120 feet to a point, and thence East 70 feet to the point of beginning.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Together with the right to use the street which is 50 feet in width and which adjoins the above described tract on the South as a means of ingress and egress and for the installation and maintenance of utilities.

These lands and easement are referred to herein as the "Weaver Parcel" and the "Weaver Easement" and are described in the Warranty Deed recorded on May 7, 1962 in Book 136, Page 216 in the Office of the Sheridan County Clerk; in the Warranty Deed recorded on May 7, 1962 in Book 136, Page 217 in the Office of the Sheridan County Clerk; in the Warranty Deed recorded October 23, 1970 in Book 179, Page 34 in the Office of the Sheridan County Clerk; and in the Warranty Deed recorded on November 1, 2005 in Book 468, Page 725 in the Office of the Sheridan County Clerk. The Weaver Easement is for the benefit of, appurtenant to, and runs with the Weaver Parcel.

4. Helena McWilliams, a married person dealing in her sole and separate property, whose address is 1716 East Brundage Lane, Sheridan, Wyoming, 82801, is the owner of the following described lands:

A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows, to wit:

Beginning at a point located South 988.5 feet and West 30 feet from the Northeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (said point of beginning being on the West right of way line of the State Secondary Highway); thence South a distance of 50 feet along the West right of way line of the State Secondary Highway to a point; thence West a distance of 140 feet to a point; thence South a distance of 115 feet to a point; thence East a distance of 140 feet to a point on the West right of way line of the State Secondary Highway; thence South along said right of way line a distance of 70 feet to a point; thence North 89° 44' West along the North right of way line of the Sheridan County Airport Road a distance of 346.48 feet to a point; thence along a curve to the left with a radius of 1050 feet, delta angle of 9° 05' with a chord distance of 166.22 feet and with a bearing of South 85° 44' West to a point; thence North

0° 28' West a distance of 245.77 feet to a point; and thence East a distance of 514.25 feet to a point of beginning.

Excepting that portion conveyed to the Transportation Commission of Wyoming as evidenced by Warranty Deed recorded June 15, 1993 in Book 359 of Deeds, page 101.

Together will all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

These lands are referred to herein as the "McWilliams Parcel" and are described in the Warranty Deed recorded on July 18, 2003 in Book 445, Page 147 in the Office of the Sheridan County Clerk.

5. The Forry Easement, Juroszek Easement and Weaver Easement are situated on the McWilliams Parcel. The McWilliams Parcel is subject to and burdened by said easements. These three easements are all situated along the same parcel of land which is 50 feet in width and 514.5 feet in length and which is adjacent to the South line of the Forry Parcel, Weaver Parcel, and Juroszek Parcel. This parcel of land on which the three easements are located is referred to herein as the "Easement" and is specifically described in that Warranty Deed recorded on December 18, 1978 in Book 236, Page 548 in the Office of the Sheridan County Clerk and in that Warranty Deed recorded on May 7, 1962, in Book 136, Page 216 in the Office of the Sheridan County Clerk.

6. The parties hereto agree that the scope of the Forry Easement, Juroszek Easement, and Weaver Easement and the rights and obligations of the respective owners of the above-described lands and easements include the following:

- (a) The Plaintiffs may use the Easement for ingress and egress to and from their respective parcels of land. The Easement may also be used for ingress and egress by the invitees (friends, relatives, and visitors) and licensees of any of the Plaintiffs, including but not limited to garbage services, postal delivery, maintenance or repairmen, newspaper delivery, and other delivery services such as UPS, FedEx, etc.
- (b) The following parking is permitted on the Easement:
 - (i) *Temporary Parking.* The Plaintiffs, McWilliams, and the invitees and licensees of any Plaintiff or McWilliams may park on the Easement for not longer than six (6) consecutive hours;
 - (ii) *Plaintiffs' Permanent Parking Space.* Joyce Forry, Juroszeks, and Weavers

may each park one vehicle in front of his/her/their respective parcel (i.e. one vehicle per parcel of land) without any limitation. All vehicles of Plaintiffs and their invitees must be licensed and functional and parked within the north ten feet of the Easement.

- (iii) *McWilliams Permanent Parking Spaces.* McWilliams may park up to three vehicles within the south ten feet of the Easement without any limitation. McWilliams' invitees must park within the south ten feet of the Easement.
- (iv) No other parking on the Easement is permitted.
- (c) Except as expressly permitted herein, no objects, structures or debris are allowed on the Easement. There will be no gate placed on the Easement.
- (d) There will be no further alteration to the topography of the easement. Forry et al are responsible for maintaining the Easement.
- (e) McWilliams will remove the haystack presently existing on the Easement on or before October 15, 2007.
- (f) McWilliams may install two "Private Lane" signs at McWilliams' expense, one on the north line of the Easement and one on the south line of the Easement, as close as practical to the Big Horn Avenue right of way.
- (g) Garbage containers, mail boxes and the like shall be kept off of the Easement, except garbage containers are permitted during garbage pickup times.

7. The rights and obligations described herein are binding upon and inure to the benefit of the heirs, successors and assigns of each of the parties hereto.

THIS AGREEMENT is dated effective the 16th day of November, 2007.

Joyce D. Forry
Joyce D. Forry, Trustee of the Joyce D. Forry Trust,
dated December 14, 2004

Oscar Juroszek
Oscar Juroszek

Bessie Juroszek
Bessie Juroszek

Travis Weaver
Travis Weaver

Janet Weaver
Janet Weaver

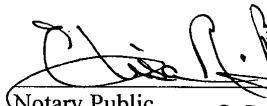
Helena P. McWilliams
Helena P. McWilliams

Keith McWilliams
Keith McWilliams

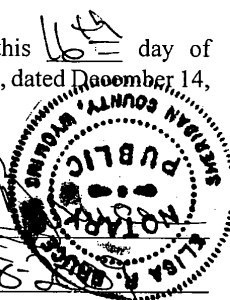
STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing **AGREEMENT** was acknowledged before me this 16th day of November 2007, by **Joyce D. Forry**, Trustee of the Joyce D. Forry Trust, dated December 14, 2004.

Witness my hand and official seal.


Notary Public

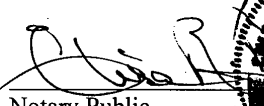
My Commission Expires: 7-28-2008



STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing **AGREEMENT** was acknowledged before me this 19th day of November 2007, by Oscar and Bessie Juroszek, husband and wife.

Witness my hand and official seal.


Notary Public

My Commission Expires: 7-28-2008



STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing **AGREEMENT** was acknowledged before me this 19th day of November 2007, by Travis and ~~Janet~~ Weaver, husband and wife.

Witness my hand and official seal.


Notary Public

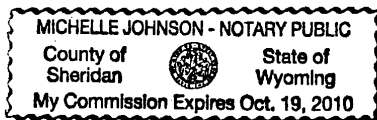
My Commission Expires: 7-28-2008



STATE OF Wyoming)
) ss.
 COUNTY OF Sheridan)

The foregoing AGREEMENT was acknowledged before me this 27 day of December 2007, by Keith McWilliams and Helena P. McWilliams, husband and wife.

Witness my hand and official seal.



Michelle Johnson
 Notary Public
 My Commission Expires: _____

STATE OF Wyoming)
) ss.
 COUNTY OF Sheridan)

The foregoing AGREEMENT was acknowledged before me this 20th day of November, 2007, by Janet Weaver.

Witness my hand and official seal.

Christa H. P.
 Notary Public
 My Commission Expires: 11/25/2009

