

**COMMON USE AGREEMENT**

In consideration of Ten and More Dollars (\$10), the receipt and sufficiency of which is acknowledged, Grantors, **JULIET DANIELS (nee MAY) and WADE DANIELS, husband and wife**, do hereby grant and convey to Grantees, **CHRISTOPHER C. WALLACE and LISA A. WALLACE, husband and wife**, and to their heirs, successors and assigns in perpetuity, the non-exclusive, unobstructed use of the west 120 feet of the north ten feet of Grantor's residential lot at 261 Sherman Avenue, Sheridan, Sheridan County, Wyoming, presently serving as a driveway for Grantor's residence, which lot, in its entirety, is more fully described as follows:

**BEGINNING** at the southwest corner of Lot D, Held Addition;  
Thence North along the east line of Sherman Avenue a distance of 51.75 feet;  
Thence North 89°30' East a distance of 210 feet;  
Thence South a distance of 51.75 feet;  
Thence South 89°30' West a distance of 210 feet to the **POINT OF BEGINNING**.

The common use of the subject driveway herein conveyed by Grantor shall be limited to the right of Grantees to access the backyard on the south side of their residential property commonly known as 247 Sherman Avenue, Sheridan, Wyoming, and more fully described as the West 200 feet of the North half of the South half of Lot D, Held Addition, which access is presently prevented by structural improvements upon said property; and Grantees shall not place any obstructions of any nature upon the easement conveyed hereunder, or otherwise impair the free and unrestricted use of the easement by Grantor at all times.

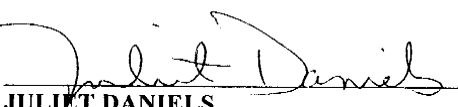
As additional consideration for this agreement, neither party shall contest the right of the other to use, for access only, the subject ten-foot-wide strip currently serving as a driveway and parking area for Grantor's residence, notwithstanding what might be disclosed to be the true boundary line between the respective parties according to subsequent surveys.

Expenses associated with the repair and maintenance of the subject driveway shall be shared between the parties: Grantors—seventy percent (70%); and Grantees—thirty percent (30%).

Should the land subject to this easement no longer be required to provide vehicular access to the east end of Grantees' property, full title to the same shall revert to Grantor and her successors, and Grantees and their successors shall execute such instruments as are necessary to complete this reversion.

DATED this 31 day of March, 2004.

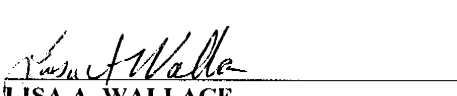
**GRANTORS:**

  
**JULIET DANIELS**

  
**WADE DANIELS**

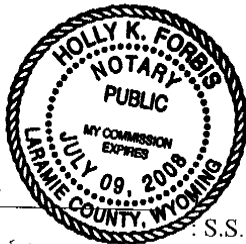
**GRANTEES:**

  
**CHRISTOPHER C. WALLACE**

  
**LISA A. WALLACE**

STATE OF Wyoming )  
 ) S.S.  
 COUNTY OF Laramie )

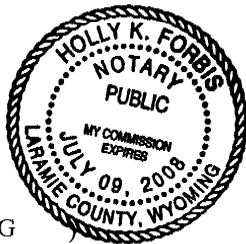
Subscribed and sworn to or affirmed before me, Holly Forbis, a notary public for the state of Wyoming who resides in Laramie County, by **Juliet Daniels**, this 31 day of March, 2005.



Holly K. Forbis  
 Notary Public  
 My commission expires: July 9, 2008

STATE OF Wyoming )  
 ) S.S.  
 COUNTY OF Laramie )

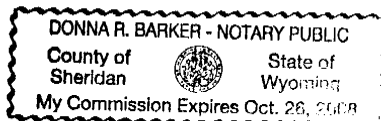
Subscribed and sworn to or affirmed before me, Holly Forbis, a notary public for the state of Wyoming who resides in Laramie County, by **Wade Daniels**, this 31st day of March, 2005.



Holly K. Forbis  
 Notary Public  
 My commission expires: July 9, 2008

STATE OF WYOMING )  
 ) S.S.  
 COUNTY OF SHERIDAN )

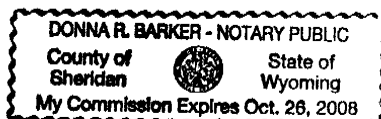
Subscribed and sworn to or affirmed before me, Donna R. Barker, a notary public for the state of Wyoming who resides in Sheridan County, by **Christopher C. Wallace**, this 4 day of April, 2005.



Donna R. Barker  
 Notary Public  
 My commission expires: Oct. 26, 2008

STATE OF WYOMING )  
 ) S.S.  
 COUNTY OF SHERIDAN )

Subscribed and sworn to or affirmed before me, Donna R. Barker, a notary public for the state of Wyoming who resides in Sheridan County, by **Lisa A. Wallace**, this 4 day of April, 2005.



Donna R. Barker  
 Notary Public  
 My commission expires: Oct. 26, 2008