

CROSS-EASEMENT AGREEMENT 88

RECORDED JUNE 14, 1979 BK 241 PG 3 NO. 767127 MARGARET LEWIS, COUNTY CLERK

This Agreement, made this 3rd day of June, 1979,  
is by and between Asp Construction Co., Inc., a North Dakota  
corporation ("Asp"), of Fargo, North Dakota and Gene R. Hurst,  
Arthur O. Anderson, Charles I. Asp and L. E. Green, Jr. ("Hurst,  
et al.") of Fargo, North Dakota. The parties hereto have an  
interest in the adjoining real estate as described below:

1. Asp is the owner of the following described  
real property:

Lots 2 and 3, Country Club Estates, a sub-  
division of a part of the NE1/4NE1/4NW1/4  
of Section 28, Township 56 North, Range  
84 West, 6th P.M., Sheridan County, Wyoming.

2. Hurst, et al., is the owner of the following  
described real property:

Lots 1 and 6 of Country Club Estates, a sub-  
division of a part of the NE1/4NE1/4NW1/4  
of Section 28, Township 56 North, Range  
84 West, 6th P.M., Sheridan County, Wyoming.

3. The parties to this Agreement desire to create a  
common driveway between the above-described adjoining parcels  
owned by them for the benefit of each of them and agree as  
follows:

A mutual, non-exclusive perpetual easement for a  
common driveway is hereby created over the North ten (10) feet  
of Lot 1 and the South ten (10) feet of Lot 2 for the purpose  
of creating a common driveway twenty (20) feet in width for the  
benefit of all of the above-described lots.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

ASP CONSTRUCTION CO. INC.

ATTEST:

By: [Signature]

President

[Signature]  
Secretary

[Signature]  
Gene R. Hurst

[Signature]  
Charles I. Asp

[Signature]  
Arthur D. Anderson

[Signature]  
L. E. Green, Jr.

State of North Dakota)  
County of Min. } ss.

On this 3 day of June, 1979, before me personally appeared Arthur D. Anderson and Charles I. Asp, known to me to be the president and secretary, respectively, of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

DWIGHT F. PERRY  
Notary Public, Cass County, N. Dak.  
My Comm. exp. 12/31/80  
[Signature]  
Notary Public

State of North Dakota)  
County of Min. } ss.

On this 5 day of June, 1979, before me personally appeared Gene R. Hurst, Arthur D. Anderson, Charles I. Asp and L. E. Green, Jr., known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged the same.

DWIGHT F. PERRY  
Notary Public, Cass County, N. Dak.  
My Comm. exp. 12/31/80  
[Signature]  
Notary Public

CROSS-EASEMENT AGREEMENT

This Agreement, made this 15<sup>th</sup> day of June, 1979, is by and between Asp Construction Co., Inc., a North Dakota corporation ("Asp"), of Fargo, North Dakota and Gene R. Hurst, Arthur O. Anderson, Charles I. Asp and L. E. Green, Jr. ("Hurst, et al.") of Fargo, North Dakota. The parties hereto have an interest in the adjoining real estate as described below:

1. Asp is the owner of the following described real property:

Lots 2 and 3, Country Club Estates, a subdivision of a part of the NE1/4NE1/4NW1/4 of Section 28, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

2. Hurst, et al., is the owner of the following described real property:

Lots 1 and 6 of Country Club Estates, a subdivision of a part of the NE1/4NE1/4NW1/4 of Section 28, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

3. The parties to this Agreement desire to create a common driveway between the above-described adjoining parcels owned by them for the benefit of each of them and agree as follows:

A mutual, non-exclusive perpetual easement for a common driveway is hereby created over the North ten (10) feet of Lot 1 and the South ten (10) feet of Lot 2 for the purpose of creating a common driveway twenty (20) feet in width for the benefit of all of the above-described lots.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

ASP CONSTRUCTION CO., INC.

ATTEST:

[Signature]  
Secretary

By: [Signature]  
President

[Signature]  
Gene R. Hurst

[Signature]  
Charles I. Asp

[Signature]  
Arthur O. Anderson

[Signature]  
L. E. Green, Jr.

State of North Dakota)  
County of Cass ) ss.

On this 3 day of June, 1979, before me personally appeared Charles I. Asp and Gene R. Hurst known to me to be the president and secretary, respectively, of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

DWIGHT F. BIRLEY  
Notary Public, CASS COUNTY, N. DAK.  
My Commission Expires OCT. 15, 1980  
[Signature]  
Notary Public

State of North Dakota)  
County of Cass ) ss.

On this 5 day of June, 1979, before me personally appeared Gene R. Hurst, Arthur O. Anderson, Charles I. Asp and L. E. Green, Jr., known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged the same.

DWIGHT F. BIRLEY  
Notary Public, CASS COUNTY, N. DAK.  
My Commission Expires OCT. 15, 1980  
[Signature]  
Notary Public

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STATE OF SOUTH DAKOTA }  
COUNTY OF Brookings } ss.

On this 15th day of June, 1979, before me personally appeared Arthur O. Anderson, known to me to be the person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires: October 1, 1984.

Cathryn M. Shering  
Notary Public

Brookings County, SD

