

DRIVEWAY ENCROACHMENT AGREEMENT

This Agreement, entered into this 27th day of May, 1983, by and between the undersigned is made for the purpose of setting forth the parties understanding with regard to the concrete driveway which is situated in part upon their respective properties.

WHEREAS, Wayne E. Ross and Eleanor L. Ross, husband and wife are the owners of the following described real property, to-wit:

The North 30 feet of Lot 5 and the South 20 feet of Lot 6, Block 38, Downer Addition to the town, now City of Sheridan, Sheridan County, Wyoming, and

WHEREAS, Ronald Dale Stone and Marsha Kay Stone, husband

and wife are the owners of the following described real property, to-wit:

The North 20 feet of Lot 6 and the South 30 feet of Lot 7, Block 38, Downer Addition to the town, now City of Sheridan, Sheridan County, Wyoming, and

WHEREAS, there is situate upon a portion of the above described properties a concrete driveway, and

WHEREAS, said concrete driveway encroaches upon the

property last set forth above as shown by the Surveyor's Certificate of Carl R. Oslund, dated April 26, 1983, a copy of which is attached hereto, incorporated by reference and made a part hereof, and

WHEREAS, the parties are in agreement as to the facts set forth above,

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES, that

the existing concrete driveway may remain in its present location until such time as the owner of the property last set forth above, and upon whose property said concrete driveway encroaches, desires

that said concrete driveway be removed from its present location, whereupon the owner of the property first set forth above shall

remove or cause to be removed said encroaching portion of said

concrete driveway.

It is also agreed that no claim of adverse possession

shall lie owing to the location of said concrete driveway, and

This Driveway Encroachment Agreement constitutes a covenant running with the land so long as the existing concrete driveway encroachment remains in its present location.

It is further agreed that this Agreement shall be binding upon the parties hereto, their heirs, executors, successors and assigns.

In Witness whereof the undersigned have affixed their signature this date.

Wayne E. Ross
Wayne E. Ross

Eleanor L. Ross
Eleanor L. Ross

Ronald Dale Stone
Ronald Dale Stone

Marsha Kay Stone
Marsha Kay Stone

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by WAYNE E. ROSS and ELEANOR L. ROSS, husband and wife, this 27th day of May, 1983.

Witness my hand and official seal.

Robert D. Barker
Notary Public

My Commission Expires: Sept 18, 1986

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by RONALD DALE STONE and MARSHA KAY STONE, husband and wife, this 27th day of May, 1983.

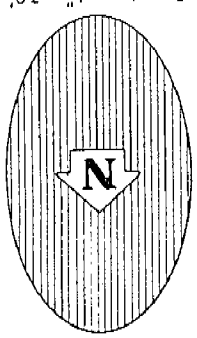
Witness my hand and official seal.

Robert D. Barker
Notary Public

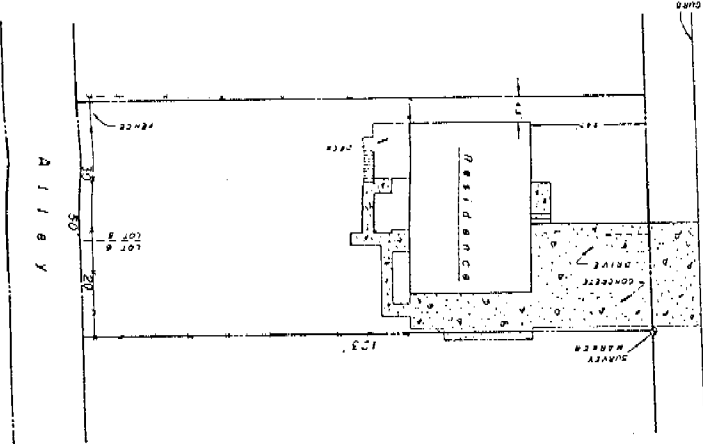
My Commission Expires: Sept 18, 1986

Surveyor's Certificate

I, Carl R. Ostlund, a duly licensed surveyor, hereby certify that this Surveyor's Certificate was made from surveys made by me, or under my direction, of the parcel of land in the City of Sheridan, State of Wyoming, and described as follows: the North 30' of Lot 5 and the South 20' of Lot 6, Block 38, Downer's Addition.



Scale 1" = 30'



Street Number 1641, Yonkee Avenue, this property being situated on the E. 1/2 of Section 1, Township 19N, Range 3E.

I further certify as follows:
 1. The residence and garage situated upon the above-described property are wholly within the boundary lines of the above described property.
 2. The residence is less than 5 feet from any of the said boundary lines.
 3. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
 4. The building line restrictions have not been violated.
 5. The front wall of the building is 24 feet from the front lot line.
 6. This residence is not in the Flood Plain as designated by H.U.D.
 7. This certificate correctly represents all the data shown hereon.

Signed and dated at 9:00 A.M. this 26th day of April, 1953.

Registration No. 102 L.S.
 Carl R. Ostlund