

COMMON DRIVEWAY ACCESS EASEMENT

THIS AGREEMENT is made and entered into this 2nd day of December, 1998, by and between RUBY MARIE MCNAIR, a married woman, and LARRY A. PEDERSON and BEVERLY J. PEDERSON, husband and wife.

WHEREAS, Ruby Marie McNair, a single person, is the owner of the following described land, to-wit:

The East 35 feet of the West 70 feet of Lot 4; The East 35 feet of the West 70 feet of the South one-half of Lot 3; and the South 25 feet of the West 70 feet of the North one-half of Lot 3; all in Block 29 of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

WHEREAS, Larry A. Pederson and Beverly J. Pederson, husband and wife, are the owners of the following described land, to-wit:

The West 35 feet of the East 70 feet of Lot 4, the West 35 feet of the East 70 feet of the South half of Lot 3, and the South 25 feet of the East 70 feet of the North half of said Lot 3, in Block 29, Sheridan Land Company's Second Amended Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

WHEREAS, a driveway presently exists which provides access to the two garages situated upon the properties set forth above, and the parties to this agreement wish to create a non-exclusive common driveway easement for their respective benefit.

NOW THEREFORE, in consideration of the usual covenants and agreements herein contained, the parties hereto agree as follows:

THE parties hereto, but mutual consent and by signature hereon, do hereby create a non-exclusive easement for public access as a common driveway, which easement does attach to and run with the lands described herein, being both a benefit and a burden thereon, and

THE parties hereto do hereby grant and convey, each unto the other, an easement for public access across the following described land, to-wit:

A tract of land lying six feet on either side of the following described center line:
Beginning at a point located 70 feet West of the Southwest corner of Lot 4, in Block 29 of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming; thence North to a point situated adjacent to the leading edge of the garages located upon the respective properties above described.

FURTHER, the parties hereto agree that the easement created hereby is non-exclusive in nature; and

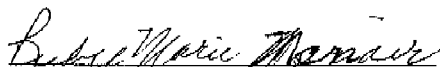
FURTHER, the parties hereto, agree hereby that they shall be equally and mutually responsible for the repair and maintenance of the herein described easement, together with the driveway situated thereon; and

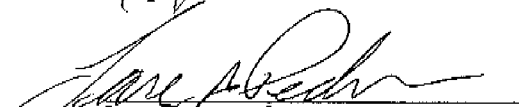
FURTHER, the parties hereto, agree that the driveway situated upon the described easement shall be kept open and unobstructed at all times for the joint use of the parties hereto, their heirs, successors, transferees, assignees, invitees and guests and that the use of the driveway situated upon the above described easement shall be with due regard to the rights of others in the use thereof and that such use shall not in any way impair the rights of others to its use; and


FURTHER, the provisions hereof shall be binding upon and enure to the benefit and detriment of the administrators, heirs, successors and assigns of the parties hereto.

THE parties hereto hereby waive and release all rights under and by virtue of the homestead laws of the State of Wyoming insofar as affected by this conveyance.

IN WITNESS WHEREOF, the parties hereto executed this Common Access Driveway Easement this 2nd day of December, 1998.


Ruby Marie McNair


Larry A. Pederson


Beverly J. Pederson

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Ruby Marie McNair, this 2nd day of December, 1998.

Witness my hand and official seal.



Rhonda J. Burkhardt
Notary Public

My Commission Expires: 12/1/2002

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Larry A. Pederson and Beverly J. Pederson, this 2nd day of December, 1998.

Witness my hand and official seal.



Rhonda J. Burkhardt
Notary Public

My Commission Expires: 12/1/2002