

Lot 1 + 2

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RECORDED MARCH 19, 1973 BK 193 PG 100 NO 623202 B. B. HUME, COUNTY CLERK

RIGHT OF WAY DEED AND AGREEMENT

THIS AGREEMENT, made this day by and between EARLE W. WILTSE, a/k/a Earle Wiltse and ERMA L. WILTSE, a/k/a Erma Wiltse, husband and wife, hereinafter called First Parties; JOHN T. McMULLEN and MARIE B. McMULLEN, husband and wife, hereinafter called Second Parties; MIKE LARRECHEA and HAZEL LARRECHEA, husband and wife, hereinafter called Third Parties, and MARCELINO LARRECHEA, a single person, hereinafter called Fourth Party;

WHEREAS, First Parties are selling to Second Parties under an Agreement for Warranty Deed the following tract of land, to-wit:

A tract of land located in the $N\frac{1}{2}SW\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of 6th P. M., Sheridan County, Wyoming, described as follows: Beginning at a point on the East side of Sheridan Avenue which is 1155.5 feet East of the East quarter corner of Section 34, Township 56 North, Range 84 West, and running thence East 456 feet to a point; thence South $14^{\circ}15'$ West 439 feet to the North and East side of the Reed and South Park Ditch, thence North $16^{\circ}7'$ West 129 feet; thence North $23^{\circ}45'$ West 135 feet; thence North $2^{\circ}30'$ West 100 feet; thence North $13^{\circ}6'$ West 56 feet; thence West 235 feet to said East line of Sheridan Avenue; thence North 25 feet to the place of beginning, being situate in and a part of the $N\frac{1}{2}SW\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming,

and

WHEREAS, Third Parties own land located adjacent to and immediately South of and also to the West of the land owned by First Parties and Second Parties and Fourth Party owns land located adjacent to and immediately North of First Parties' and

Second Parties' land; the South boundary line of Fourth parties' land lying along the North boundary line of First parties' and Second Parties' land commencing at the East boundary line of Sheridan Avenue and extending East approximately 141.5 feet; and

WHEREAS, First Parties and Second Parties have agreed to grant to Third Parties and Fourth Party a right of way across part of the land of First Parties and Second Parties, hereinafter more fully described; and Second Parties and Third Parties and Fourth Party have agreed as to the construction of a fence along their boundary lines;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by each of the parties and in further consideration of One Dollar (\$1.00) in hand paid by each of the parties to each other, the following right of way is granted and agreements are made:

(1) First Parties and Second Parties do hereby grant unto Third Parties and Fourth Party and to their heirs, successors and assigns, an easement and private right of way across the following tract of land owned by First Parties and Second Parties, to-wit:

A tract of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of 6th P.M., Sheridan County, Wyoming, described as follows: Beginning at a point on the East side of Sheridan Avenue which is 1155.5 feet East of the East quarter corner of Section 34, Township 56 North, Range 84 West, and running thence East 141.5 feet to a point; thence proceeding South 25 feet to a point; thence proceeding West 141.5 feet to a point on the East boundary line of Sheridan Avenue, thence proceeding North 25 feet to the point of beginning.

to enable Third Parties and Fourth Party, their heirs, successors in interest and assigns to have ingress and egress to their property from said right of way herein granted.

(2) The North boundary line of First Parties' and Second Parties' property shall not be fenced from a point commencing on the East boundary line of Sheridan Avenue, thence extending East to a point located on the North boundary line and just East of the house presently occupied by Fourth Party, which point would be approximately the East boundary line of Fourth Party's property.

The North boundary line of Third Parties' property shall be fenced in by First Parties and Second Parties, but at Second Parties' sole expense, by a chicken-tight fence at least five (5) feet high.

The West boundary line of First Parties' and Second Parties' property being the East boundary line of Third Parties' property commencing at a point located 235 feet East of Sheridan Avenue, and said boundary line thence extending in a Southerly direction shall be fenced in by a chicken-tight fence at least five (5) feet high and Second Parties and Third Parties shall each pay one-half (1/2) of the cost of any materials purchased and of the cost of installation.

It is understood that the fences shall be installed along the line as surveyed by James R. Wright, a licensed surveyor. A plat showing the location of First Parties' and Second Parties' land is attached hereto and made a part hereof.

(3) None of the parties nor their heirs, executors, administrators, successors in interest and assigns, shall at any time, park any motor vehicle on the said right of way or obstruct said right of way herein described.

(4) First Parties and Second Parties shall fully use and enjoy the aforesaid premises, except as to the rights herein granted to Third Parties and Fourth Parties.

(5) It is understood that this easement and the covenants herein contained shall be construed as the easement and right of way running with the land for the private use and benefit of the grantees, their heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this 13 day of February, 1973.

Earle W. Wiltse
Earle W. Wiltse a/k/a Earle Wiltse

Erma L. Wiltse a/k/a Erma Wiltse
FIRST PARTIES

John T. McMullen
John T. McMullen

Marie B. McMullen
SECOND PARTIES

Mike Larrechea
Mike Larrechea

Hazel Larrechea
THIRD PARTIES

Marcelino Larrechea
FOURTH PARTY

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STATE OF ILLINOIS)
) SS
COUNTY OF DE KALB)

The foregoing instrument was acknowledged before me this 16 day of March, 1973, by Earle W. Wiltse a/k/a Earle Wiltse and Erma L. Wiltse a/k/a Erma Wiltse, husband and wife.

Witness my hand and official seal.



Sally Stevens
Notary Public

Commission expires: 9/20/74

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 7 day of March, 1973, by John T. McMullen and Marie B. McMullen, husband and wife.

Witness my hand and official seal.



Austin T. Redle
Notary Public

My Commission expires: Dec 1, 1975

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 13 day of February, 1973, by Mike Larrechea, Hazel Larrechea, husband and wife, and Marcelino Larrechea.

Witness my hand and official seal.



Janet Carter
Notary Public

My Commission expires: May 20, 1974

