

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made and entered into this 13 day of November, 1974, by and between the TRINITY LUTHERAN CHURCH of Sheridan, Wyoming, hereinafter referred to as Grantor, and Mr. and Mrs. WILLIAM GOURLEY and Mr. and Mrs. DARRELL KINGSLEY, all of Sheridan, Wyoming, hereinafter referred to as Grantees;

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located in the State of Wyoming, County of Sheridan, more specifically described as Lot 6/of the Kiewit Addition to the City of Sheridan, State of Wyoming; and,

WHEREAS, the Grantees are acquiring certain real property located in the Western Addition to the City of Sheridan, Sheridan County, State of Wyoming; and,

WHEREAS, said properties are adjacent to each other and the Grantees have no existing means of ingress and egress to the properties which they are acquiring and the Grantees desire to acquire a Right-of-Way from the Grantor;

NOW, THEREFORE, for and in consideration of the sum of \$500.00 in hand paid by the Grantees to the Grantor, the Grantor hereby grants to the Grantees and their assigns, an Easement and Right-of-Way, together with the full right for him, her and them, his, her and their tenants, servants, visitors, and licensees, in common with all others having a like right, at all times hereafter, with or without an automobile or other vehicles, or on foot, for the purposes of ingress and egress to and from the property to be acquired by the Grantees for the period of this Agreement and the right of annual renewal described herein.

It is hereby mutually agreed by and between the parties that this Easement and Right-of-Way shall exist for a period of One (1) year from the date of this Agreement and that the Grantees

shall have the right of annual renewal of this Agreement for a period of 10 years from date hereof, without the payment of additional consideration. That Notice of Renewal shall be given to the Grantor in writing.

It is further understood and agreed that the Grantees will and do hereby assume and agree to pay any and all costs of maintaining the hereinafter described Easement; said Easement is described as being the right to pass and repass over a strip of land 12 feet wide, extending upon and along the South side ^{in Block 3} of Lot 6/of the Kiewit Addition to the City of Sheridan, said Easement being a total length of 102.5 feet extending from the West boundary of said Lot to the East boundary of said Lot, parallel and along the said South boundary of said Lot.

It is expressly understood and agreed by and between the parties that the Grantees shall not gain or develop any interest in and to the lands underlying the above described Easement except those specifically granted herein, and that said Easement and Right-of-Way shall not be developed into a perpetual Easement nor be in any manner whatsoever inferred as a grant to the general public as a means of ingress and egress.

It is further understood and agreed that said Easement and Right-of-Way extends across a parking lot and that in the event said lot is paved, Grantor expressly reserves the right to enter on said Easement and Right-of-Way for the purpose of paving. It is further agreed that the Grantees may mark the route of said Easement and Right-of-Way with temporary markers.

Said Easement and Right-of-Way shall not be assigned or transferred in any manner without the prior written approval of the Grantor and transfer without such consent shall void said Easement and Right-of-Way. Consent for assignment or transfer shall not be withheld without reasonable cause.

IN WITNESS WHEREOF, the parties hereto have set their hands

and seals, this 13th day of November, 1974.

TRINITY LUTHERAN CHURCH

BY: James R. Soug
President

ATTEST:

Shirley Dietz
Secretary

W.P. Gausley

Barth Gausley

Frank Gausley

Shirley Gausley
Grantees

STATE OF WYOMING)
County of Sheridan) ss.



Subscribed and sworn to before me by the President and the Secretary of the Trinity Lutheran Church of Sheridan, Wyoming. Witness my hand and official seal.

Lorna I. Bowen
Notary Public

My commission expires: Aug. 22, 1978

STATE OF WYOMING)
County of Sheridan) ss.



Subscribed and sworn to before me by Mr. & Mrs. William [unclear] of Sheridan, Wyoming. Witness my hand and official seal.

Mary A. Bowen
Notary Public

My commission expires: March 10, 1975

STATE OF WYOMING)
County of Sheridan) ss.



Subscribed and sworn to before me by Mr. & Mrs. Darrell [unclear] of Sheridan, Wyoming. Witness my hand and official seal.

Mary A. Bowen
Notary Public

My commission expires: March 10, 1975