

EASEMENT DRIVE-WAY AGREEMENT

THIS AGREEMENT, made by and between NANCY BURNS, a single woman, of Sheridan, Sheridan County, Wyoming, and EMILY J. HOLMES, a single woman, of Sheridan, Sheridan County, Wyoming,

WITNESSETH: that

WHEREAS, Nancy Burns had conveyed to her by deed the South 122 feet of the East 83 feet of Lot 1, Block 7 of Alger Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming, in which said deed, the grantors, Hazel L. Thompson and Cleo Thompson, her husband, also known as Cleo F. Thompson, reserved a right to use the North 4½ feet of said premises therein conveyed as a driveway and also in said deed conveyed the Grantee the right to use for a drive-way so much of the South 4½ feet of their land lying immediately north of the tract conveyed. It being the intention of the Grantors to create a common driveway by which Grantors and Grantee could reach their respective garages from Thurmond Street; and

WHEREAS, said deed was recorded on July 22nd, 1959, in Book 122 of Deeds, Page 293, by the County Clerk and Ex-Officio Recorder of Deeds for Sheridan County, Wyoming; and

WHEREAS, Hazel Thompson and Cleo F. Thompson, her husband, have since conveyed to Emily J. Holmes, the South 57 feet of the North 142 feet of the East 83 feet of Lot 1, Block 7, Alger Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming; and

WHEREAS, said deed was recorded on February 15th, 1961, in Book 129 of Deeds, Page 134, by the County Clerk and Ex-Officio Recorder of Deeds for Sheridan County, Wyoming; and

WHEREAS, the parties now being the owners of the property designated in said common drive, the same being the North 9 feet of the South 122 feet of the East 83 feet of Lot 1, Block 7, of

Alger Addition to the Town, now City of Sheridan, Wyoming, and the parties wish to make an agreement as to the use and rights relative to said driveway,

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements of the parties, and the mutual exchange of One Dollar (\$1.00), receipt of which is hereby acknowledged, by the parties, IT IS AGREED AS FOLLOWS:

I.

That the North 9 feet of the South 126½ feet of the East 83 feet of Lot 1, Block 7, of Alger Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming, it is hereby re-dedicated as a common driveway for the use of the parties, their heirs, devisees, assigns and grantees.

II.

That neither party shall build, leave or erect any structure or obstruction on said driveway without the consent of the other.

III.

That neither party shall allow a vehicle to stand upon said drive-way for any period of time other than for momentary loading or unloading.

IV.

This Agreement shall be binding upon the parties, their heirs, devisees, assigns and grantees and shall run with said real property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of July, 1961.

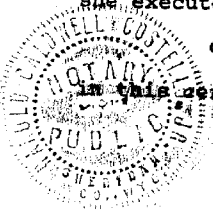
Nancy Burns
Nancy Burns

Emily J. Holmes
Emily J. Holmes

STATE OF WYOMING)
 : ss.
County of Sheridan)

On this 20th day of July, 1961, before me personally appeared NANCY BURNS to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and notarial seal the day and year in this certificate first written above.



Harold Caldwell Costello
Notary Public

My Commission expires: November 14, 1964

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STATE OF WYOMING)
 : ss.
County of Sheridan,)

On this 20th day of July, 1961, before me personally appeared EMILY J. HOLMES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and notarial seal the day and year in this certificate first written above.



Harold Caldwell Costello
Notary Public

My Commission expires: November 14, 1964

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