

COMMON DRIVEWAY AGREEMENT

THIS AGREEMENT made by and between Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated December 19, 1995, as amended, of Sheridan County, Wyoming, hereinafter referred to as "Brug One", and Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated December 19, 1995, as amended, of Sheridan County, Wyoming, hereinafter referred to as "Brug Two".

Recitals

- A. The parties have an interest in adjoining real estate situated in the City of Sheridan, County of Sheridan, State of Wyoming, and described, respectfully, as follows:

Brug One owns Lot 4, Block 1, of the Third Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming

Brug Two owns all of Lots 5 and 6, Block 1, of Third Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming.

- B. The parties desire to create a common driveway easement between the above-described adjoining lots owned by them for the benefit of each of them.

Agreement

In consideration of the above Recitals and the terms and conditions of this Agreement, the parties agree as follows:

1. An easement for a common driveway is created in favor of Lot 4, owned by Brug One, and an easement for a common driveway is created in favor of Lots 5 and 6, owned by Brug Two, over a strip of land described as follows, for the purpose of creating a common driveway sixteen (16) feet in width for the benefit of both of the above-described lots, to-wit:

The South 8 0 feet of the East 55.0 feet of Lot 4 and the North 8.0 feet of the East 55.0 feet of Lot 5, all in Block 1, Vale Avoca Place Third Addition to the City of Sheridan, County of Sheridan, Wyoming, all as more fully shown on Exhibit "A", attached hereto and by reference incorporated herein.
2. The above-described driveway is for residential driveway purposes only, and not for commercial driveway purposes except those customarily associated with the proper maintenance of and residing in a residence.
3. The above-described driveway shall be maintained in good repair with each party bearing an equal share of the costs and expenses of the same.
4. The ability to effectively and reasonably utilize the driveway for the purposes provided for in this Agreement shall not be interfered with by either party.
5. The easement created by this Agreement is superior and paramount to the rights of either of the parties to this Agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.
6. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.
7. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party

DATED this 5 day of Nov., 2003.

Brug One:

By: Lydia Brug
Lydia Brug, as Trustee of The Lydia Brug
Revocable Trust, dated December 19, 1995, as
amended

Brug Two:

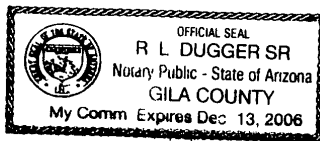
By: Lydia Brug
Lydia Brug, as Trustee of The Lydia Brug
Revocable Trust, dated December 19, 1995, as
amended

STATE OF ARIZONA)
 :SS.
COUNTY OF Gila)

The foregoing instrument was acknowledged before me this 5th day of
November, 2003, by Lydia Brug, as Trustee of The Lydia Brug Revocable Trust, dated
December 19, 1995, as amended, in her capacity both as Brug One and Brug Two.

R L Dugger SR
Notary Public

My Commission Expires: 12/13/2006



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