

RECORDED JUNE 12, 1985 BK 294 PG 47 NO. 932398 MARGARET LEWIS, COUNTY CLERK

AGREEMENT BETWEEN ADJOINING  
OWNERS CREATING AN EASEMENT FOR COMMON  
DRIVEWAY AND COMMON WALL IN GARAGE

THIS AGREEMENT, made and entered into this day  
by and between HENRY V. STEVENS and THELMA STEVENS, husband  
and wife, hereinafter called First Parties; and FRANK K.  
LENTSCH and ELLEN M. LENTSCH, husband and wife, hereinafter  
called Second Parties;

WITNESSETH, THAT:

WHEREAS, the First Parties are the owners of the  
following described land situate in the County of Sheridan,  
State of Wyoming, to-wit:

Lot 15, Block 2, Griffith Addition to  
the Town, now City of Sheridan, Sheridan  
County, Wyoming, together with all improve-  
ments situate thereon, and all appurtenances  
thereunto belonging.

WHEREAS, Second Parties are the owners of the  
following described lands situate in the County of Sheridan,  
State of Wyoming, to-wit:

Lot 16, in Block 2, Griffith Addition to  
the City of Sheridan, Sheridan County,  
State of Wyoming, together with all  
improvements situate thereon.

WHEREAS, a common driveway has, for years, served  
the premises of each of the Parties, and the garage which  
is used by each of said Parties has a common wall, and the  
Parties wish to create an instrument of record reflecting  
the intention of having a common driveway and a party wall  
in said garage.

NOW, THEREFORE, the Parties hereto agree as follows:

I.

IT IS EXPRESSLY UNDERSTOOD that the driveway now  
found, partly on the lands of First Parties, and partly on  
the lands of Second Parties, shall be considered a common  
driveway, and that each Party shall have the use thereof.

## II.

IT IS FURTHER AGREED that in the event said driveway must be repaired or replaced, that each Party shall be responsible for one-half of the cost thereof.

## III.

IT IS AGREED that the wall found in the garage separates the area occupied by First Parties from the area occupied by Second Parties, shall be considered a common wall, and each party shall be responsible for keeping his side of the wall in proper repair. In the event said wall should be destroyed by an Act of God, or fire, then the Parties hereto shall be jointly responsible for replacing the party wall.

## IV.

IT IS UNDERSTOOD that the driveway should be kept open so that each party has uninhibited access to the garage owned by the Parties.

## V.

IT IS AGREED that this is a covenant that shall run with the land.

## VI.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their heirs at law and successors in interest.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 10 day of June, 1985.

Henry V. Stevens  
Henry V. Stevens  
Thelma Stevens  
Thelma Stevens

FIRST PARTIES

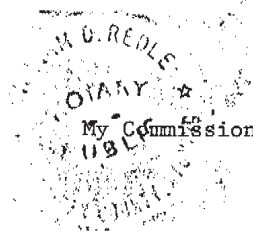
Frank C. Lentsch  
Frank C. Lentsch  
Ellen M. Lentsch  
Ellen M. Lentsch

SECOND PARTIES

STATE OF WYOMING     )  
                              )SS  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before  
me this 10 day of June, 1985, by HENRY V. STEVENS and  
THELMA STEVENS, husband and wife.

WITNESS my hand and Official Seal.



William L. Redle  
Notary Public

My Commission expires: March 24-1986

STATE OF WYOMING     )  
                              )SS  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before  
me this 10 day of June, 1985, by FRANK C. LENTSCH and  
ELLEN M. LENTSCH, husband and wife.

WITNESS my hand and Official Seal.



William L. Redle  
Notary Public

My Commission expires: March 24-1986