

DECLARATION OF COVENANTS AND EASEMENT AGREEMENT

This declaration and agreement is entered into by Wiley M. Jones and Jeannine S. Jones, husband and wife.
The parties agree as follows:

1. Owners. Wiley M. Jones and Jeannine S. Jones are the owners of Lot 10, Block 1, Granville 2nd Addition to the City of Sheridan, Wyoming, which lot is being subdivided into Lots 1 and 2 of the Jones Addition. Any person who is an owner of either Lots 1 or 2 of the Jones Addition is referred to herein as a "Lot Owner."

2. Easement. A perpetual easement is hereby created over that portion of Lot 10, Block 1, Granville 2nd Addition also being located on Lot 2, Jones Addition and described as follows:

Beginning at a point which is the mutual corner of Lot 9 and Lot 10 of said Block 1, Granville 2nd Addition, and lying on the right of way line of Papago Court; thence S.16°45'27"W., 60.85 ft.; thence S.89°01'49"W., 18.00 ft.; thence South, 50.70 ft.; thence along a curve having a central angle of 60°54'18", a radius of 75.00 ft., and a chord N.47°12'36"E., 76.02 ft.; thence N.16°45'27"E., 50.55 ft. to a point on the right of way line of Papago Court; thence Westerly along the right of way of Papago Court along a curve having a central angle of 34°56'20", a radius of 60.00 ft., and a chord N.75°09'51"W., 36.02 ft. to the point of beginning.

For use for joint and common driveway purposes for access to and egress from the above described lands. This area is referred to in this document as the "Common Drive." This easement shall also include the right to install, construct, maintain, repair and replace a driveway on this land.

3. Sharing of Repairs and Maintenance. The costs of repair and maintenance of the Common Drive shall be shared by the owners of Lots 1 and 2, Jones Addition in equal shares.

4. Destruction by Chemicals, Weather or Other Casualty. If the Common Drive or any portion thereof is destroyed or damaged by chemicals, weather or other casualty, any Lot Owner who has used the Common Drive may restore it, and if the other Lot Owners thereafter make use of the Common Drive, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Lot Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

5. Misuse and Redevelopment Activity. Notwithstanding any other provision in this agreement, a Lot Owner or his/her invited guests who by his/her negligent or willful act causes the Common Drive to sustain damage, which may or may not require immediate repair, shall bear the whole costs of repair to return the Common Drive to its preexisting condition.

6. Right to Contribution Runs With the Land. The right of any Lot Owner to contribution from any other Lot Owner under this agreement shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

7. Arbitration. In the event of any dispute arising concerning a Common Drive, or under the provisions of this agreement, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators and shall be binding on all Lot Owners.

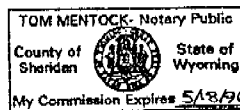
8. Binding Effect. This agreement and the easement created hereby are appurtenant to and shall run with the land and shall be binding upon the heirs, assignees, and successors in interest of the parties.

DATED this 19th day of July, 1998, by Wiley M. Jones and Jeannine S. Jones.

Wiley M. Jones Jeannine S. Jones
Wiley M. Jones Jeannine S. Jones

STATE OF WYOMING)
 (SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Wiley M. Jones and Jeannine S. Jones this 19th day of JULY, 1998.



Tom Mentock
Notary Public

My commission expires: MAY 18, 1996

~~Reviewed and approved by the Planning Commission of the City of Sheridan, Wyoming, this ___ day of ___, 1992.~~

~~Chairman~~

Attest: _____
 ~~Secretary~~