

MUTUAL DRIVEWAY EASEMENT

THIS MUTUAL DRIVEWAY EASEMENT is made and entered into this 5TH day of June, 1992, by and between Roy Lewis Schwartz and Debra Foss Schwartz, husband and wife of Sheridan, Wyoming, hereinafter referred to as the First Parties and Robert W. Randall and Anna K. Randall, husband and wife, of Sheridan, Wyoming, hereinafter referred to as the Second Parties.

W I T N E S S E T H :

WHEREAS, First Parties are the owner of Lot 15 and the South 14.5 feet of Lot 14 of the Subdivision of Lot "F" of Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

WHEREAS, Second Parties are the owner of Lot 16 of the Subdivision of Lot "F" of Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

WHEREAS, there presently exists a concrete driveway located on part of the First Parties' property and part of the Second Parties' property, entering from Linden Avenue, west to the First Parties' garage which is located on the First Parties' property except that the same does extend approximately three (3) feet into Second Parties' property. The driveway is more particularly as follows:

A tract of land being a portion of Lot 15 and a portion of Lot 16 of the Subdivision of Lot "F" of Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, more particularly described as follows:

Beginning at the Southeast Corner of said Lot 15; thence South a distance of 4.65 feet; thence N89°39'05"W, a distance of 113.25 feet; thence N00°11'45"E, a distance of 8.9 feet; thence South 89°39'05"E, a distance of 113.2 feet to the East line of said Lot 15; thence South a distance of 4.25 feet to the point of beginning.

WHEREAS, the parties hereto desire to document in writing the terms and conditions of mutual easement and use of said driveway for the benefit of said parties, their heirs, executors, administrators and assigns.

NOW, THEREFORE, in consideration of the above and the mutual promises and covenants hereinafter set forth, the parties hereto agree that each of the parties shall have a permanent use of said above-mentioned driveway for access to their respective properties,

over and across said driveway as located, the right-of-way and access upon said driveway shall inure to the benefit of the parties hereto, their heirs, executors, administrators and assigns forever.

IT IS HEREBY FURTHER AGREED that each of the parties shall use said driveway in such manner that it will not block the other parties' use of said driveway except only on a temporary basis for loading or unloading from respective motor vehicles of the parties.

IT IS HEREBY FURTHER AGREED that with respect to the location of First Parties' garage which enroaches on Second Parties' property, as above set forth, in the event that the garage is destroyed, altered or amended in any manner, the same will not be rebuilt or replaced unless and until it is removed from the enroachment onto Second Parties' property.

IT IS HEREBY THEREFORE AGREED that neither party, their heirs, executors, administrators or assigns shall have any liability for any injury, death, or property damage, as seen by the other party to this agreement, or their heirs, executors, administrators or assigns or assignees, employees, or appointees on the premises.

WHEREFORE, the parties hereto set their hands and seals this 5TH day of JUNE, 1992.

FIRST PARTIES:

Roy Lewis Schwartz
Roy Lewis Schwartz

Debra Foss Schwartz
Debra Foss Schwartz

SECOND PARTIES:

Robert W. Randall
Robert W. Randall

Anna K. Randall
Anna K. Randall

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

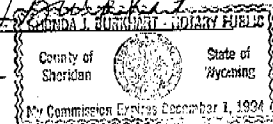
The foregoing instrument was acknowledged before me by Roy Lewis Schwartz and ~~Debra Foss Schwartz~~ this 5 day of June, 1992.

WITNESS my hand and official seal.

My Commission Expires: 12/1/94

MUTUAL DRIVEWAY EASEMENT

NOTARY PUBLIC



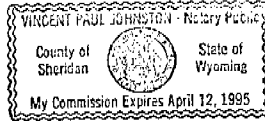
STATE OF WYOMING)
) SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Robert W. Randall and Anna K. Randall this 5th day of June, 1992

WITNESS MY HAND AND OFFICIAL SEAL.

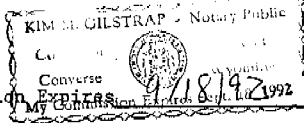
Vincent Paul Johnston
 NOTARY PUBLIC

My Commission Expires: April 12, 1995



STATE OF WYOMING)
) ss
 COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Debra Foss Schwarty, this 30th day of June, 1992.



Kim M. Gilstrap
 Notary Public

My Commission Expires: 9/18/92