

AGREEMENT CREATING EASEMENT

FOR COMMON DRIVEWAY

THIS AGREEMENT, made this day by and between Thomas G. Christensen and Suzanne M. Christensen, husband and wife, of the City of Sheridan, County of Sheridan, State of Wyoming, and David E. Rowell and Mary I. Rowell, husband and wife, of the City of Sheridan, County of Sheridan, State of Wyoming:

WITNESSETH THAT:

WHEREAS, the parties have an interest in adjoining real estate situated in the City of Sheridan, County of Sheridan, State of Wyoming, and described, respectively as follows:

Thomas G. Christensen and Suzanne M. Christensen:

The North 46 feet of the South 92 feet of Lot 2, Block 4, Second Vale Avoca Place, an Addition to the City of Sheridan, Sheridan County, Wyoming.

Said Block is situated in the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 34, Township 56 North, of Range 84 West of the Sixth Principal Meridian.

David E. Rowell and Mary I. Rowell:

The South forty-six (46) feet of Lot number 2, Block 4, Second Vale Avoca Place, an Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming.

Said lot being situate in and a part of the Northeast quarter of the Northeast quarter of Section 34, in Township 56 North, Range 84 West of the Sixth Principal Meridian.

and

WHEREAS, the parties to this Agreement desire to create a common driveway between the above described adjoining lots owned by them for the benefit of each of them,

NOW, WHEREFORE, the parties agree as follows:

An easement for a common driveway in favor of the lot owned by Thomas G. Christensen and Suzanne M. Christensen, husband and wife, is created over the strip of land four feet in width along the South boundary line of said lot, and an easement for a common driveway created in favor of the lot

owned by David E. Rowell and Mary I. Rowell over the strip of land four feet in width along the North boundary of said lot for the purpose of creating a common driveway eight feet in width for the benefit of both of the above described lots. The parties agree that the easement which is eight feet in width shall run one hundred and one feet in a westerly direction from a point on the west side of Sumner Street where the respective lots adjoin.

The parties agree that each shall avail themselves of the rights granted above with due regard to the rights of others and their use thereof, and each shall not use the driveway in any way that will impair the rights of others to use it, and each shall not obstruct passage thereon.

This easement is superior and paramount to the rights of any of the parties hereto in their respective servient estates so created, and the parties further agree that it is a covenant which shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22<sup>nd</sup> day of Jan, 1975, in Sheridan, Wyoming.

Thomas G. Christensen  
THOMAS G. CHRISTENSEN

Suzanne M. Christensen  
SUZANNE M. CHRISTENSEN

David E. Rowell  
DAVID E. ROWELL

Mary I. Rowell  
MARY I. ROWELL

STATE OF WYOMING           )  
                                  ) ss.  
County of Sheridan        )

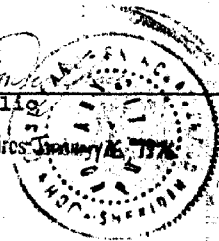
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of Jan, 1975, by THOMAS G. CHRISTENSEN.

WITNESS my hand and official seal.

Notary Public

My Commission expires: January 16, 1976

615



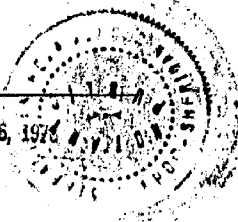
616

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this  
22nd day of Jan, 1975, by SUZANNE M. CHRISTENSEN.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
My Commission expires January 16, 1976



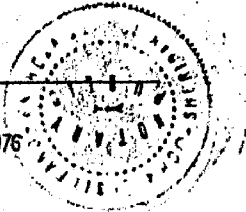
My Commission expires:

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this  
22nd day of Jan, 1975, by DAVID E. ROWELL.

WITNESS my hand and official seal.

[Signature]  
Notary Public



My Commission expires: My Commission expires January 16, 1976

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this  
22nd day of Jan, 1975, by MARY I. ROWELL.

WITNESS my hand and official seal.

[Signature]  
Notary Public



My Commission expires: My Commission expires January 16, 1976