

THIS AGREEMENT is made and entered into this 28th day of JULY, 1999, by and between Katrina Dane Hoxie and Virginia Walsmith, as joint tenants with rights of survivorship, And Mark S. Sonderby, a single person.

Whereas, Katrina Dane Hoxie and Virginia Walsmith, as joint tenants with rights of survivorship, are the owners of the following described land, to-wit:

The South 10.5 feet of Lot 2, All of Lot 3, Block 9, in South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Whereas, Mark S. Sonderby, a single person, is the owner of the following described land, to-wit:

The North 39 feet 9 inches of Lot 2, Block 9, in South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Whereas, a driveway presently exists which provides access to two garages situated upon the properties set forth above, and the parties to this agreement wish to create a non-exclusive common driveway easement for their respective benefit.

NOW THEREFORE, in consideration of the usual covenants and agreements herein contained, the parties hereto agree as follows;

THE parties hereto, by mutual consent and by signature hereon, do hereby create a non-exclusive easement for access as a common driveway, which easement does attach to and run with the lands described herein, being both benefit and burden thereon, and

THE parties hereto do hereby grant and convey, each unto the other, an easement for access across the following described land to wit:

The South 15 feet of Lot 2, All of Lot 3, Block 9, in South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

FURTHER, the parties hereto agree that the easement created is non-exclusive in nature; and

FURTHER, the parties hereto, agree hereby that they shall be equally and mutually responsible for the repair and maintenance of the herein described easement, together with the driveways situated thereon; and

FURTHER, the parties hereto, agree that the driveway situated upon the described easement shall be kept open and unobstructed at all times for the joint use of the parties hereto, their heirs, successors, transferees, assignees, invitees and guests and that the use of the driveway situated upon the above described easement shall be with due regard to the rights of others in the use thereof and that such use shall not in any way impair the rights of others to its use; and

FURTHER, the provisions hereof shall be binding upon and endure to the benefit and detriment of the administrators, heirs, successors and assigns of the parties hereto.

THE parties hereto hereby waive and release all rights under and by virtue of the homestead laws of the State of Wyoming insofar as affected by this conveyance.

IN WITNESS WHEREOF, the parties hereto executed this Common Access Driveway Easement this 28th day of June, 1999.

[Handwritten signature of Katrina Dane Hoxie]

Katrina Dane Hoxie

[Handwritten signature of Virginia Walsmith]

Virginia Walsmith

[Handwritten signature of Mark S. Sonderby]

Mark S. Sonderby

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

THE foregoing instrument was acknowledged before me by Katrina Dane Hoxie, Virginia Walsmith, and Mark S. Sonderby this 28th day of July, 1999.

Witness my hand and official seal.

[Handwritten signature of Nanci L. Loseke]

Notary Public

My Commission Expires May 26, 2000

