

GARAGE and DRIVEWAY AGREEMENT

This Agreement, made and entered into by and between Randolph Churchill Hunter, a single person, Michael Dean Smith and Deborah Lynn Smith, husband and wife and First Federal Savings and Loan Association of Sheridan, Wyoming of Sheridan County, Wyoming and Yellowstone County, Montana.

Whereas, Randolph Churchill Hunter, a single person is the record owner of the following described real property, to-wit:

Lot 10, Block 1, Massey Subdivision of vacated Tract in Sheridan Land Company's First Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

AND Whereas Michael Dean Smith and Deborah Lynn Smith, husband and wife are the record owners of the following described real property, to-wit:

Lot 9 and the South 25 feet of Lot 8, Block 1, Massey Subdivision of vacated Tract in Sheridan Land Company's First Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

AND Whereas, First Federal Savings and Loan Association of Sheridan, Wyoming brought a mortgage foreclosure action, Civil Action No. C18-1-85, in the District Court of the Fourth Judicial District which resulted in a Judgment of Foreclosure being rendered March 20, 1985 against Michael Dean Smith and Deborah Lynn Smith, husband and wife and which, if no redemption is made, will result in the delivery of a Sheriff's Deed on July 18, 1985 vesting fee simple title to the real property set forth second above in First Federal Savings and Loan Association of Sheridan, Wyoming.

AND Whereas, there presently exists between the properties above-described a driveway which is shared by the respective property owners and a garage which is also shared and which encroaches upon the respective properties. The said encroachment is in the nature of a east-west wall which is encroaching onto Lot 10, and a north-south wall which creates an encroachment onto Lot 9.

AND Whereas the parties hereto agree as follows:

An easement and right-of-way for a common driveway is herewith created, said easement and right-of-way having the same dimensions

as that concrete driveway which is in existence on this day and lies between the above-described properties, and exists for the benefit of both of the above-described properties.

The parties to this Agreement agree that they shall use the rights granted herein with due regard to the rights of others and their use thereof, and shall not use the common driveway in any way which will impair the rights of others to the use of it, and shall not obstruct the passage thereon in any manner.

This easement and right-of-way shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of the parties hereto, their executors, heirs, successors or assigns.

It is further agreed by the parties hereto that the existing garage may remain in its present location and no claim of adverse possession shall lie owing to its location, and no claim of ownership shall be made by the respective owners of the properties above-described or their successors or assigns.

It is agreed that the existing interior walls may remain in their present locations and the respective properties may utilize the structure as it is presently configured.

It is further agreed that the repair and maintenance of the shared garage shall be mutually agreed upon and equally divided between the respective owners thereof.

This garage agreement shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of the parties hereto, their executors, heirs, successors or assigns.

This Agreement and the benefits and burdens arising therefrom may be altered or revoked only by the mutual consent of the owners of the respective properties above-described, duly executed and placed of record with the County Clerk of Sheridan County, Wyoming.

In Witness Whereof the parties hereto have affixed their signatures hereto on the dates and in the places shown on the

notarial acknowledgements shown below.

Randolph Churchill Hunter

By: William James D. Hunter
William James D. Hunter
Attorney-in-fact

✓ Michael Dean Smith
Michael Dean Smith

Deborah Lynn Smith
Deborah Lynn Smith

SEAL
Attest: Peter C. Carroll
Peter C. Carroll
Secretary

First Federal Savings and Loan
Association of Sheridan, Wyoming

By: George R. Gligorea
George R. Gligorea
President

State of Wyoming)
County of Sheridan) ss

The foregoing instrument was acknowledged before me this 27th day of June, 1985, by William James D. Hunter who acknowledged himself to be attorney-in-fact for Randolph Churchill Hunter and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

W. J. ARNIE
NOTARY
PUBLIC
SHERIDAN COUNTY, WYOMING

Witness my hand and official seal.

My Commission Expires: Oct 4, 1988

State of Wyoming)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me by Michael Dean Smith this 25 day of June, 1985.

Witness my hand and official seal.

NOTARY
PUBLIC

Patricia R. Jackson
Notary Public

My Commission Expires: 5/2/89

State of Montana)
) ss.
County of Yellowstone)

The foregoing instrument was acknowledged before me by
Deborah Lynn Smith this 27 day of June, 1985.

Witness my hand and official seal.

Constantine J. Carter
Notary Public
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
~~My Commission Expires May 8, 1988~~

My Commission Expires: _____

The State of Wyoming)
) ss
County of Sheridan)

On this 28th day of June, 1985, before me personally
appeared George R. Gligorea to me personally known, who, being by me
duly sworn, did say that he is the President of First Federal Savings
and Loan Association of Sheridan, Wyoming and that the seal affixed
to said instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said cor-
poration by authority of its Board of Directors and said George R.
Gligorea acknowledged said instrument to be the free act and deed of
said corporation.

Given under my hand and notarial seal this 28th day of
June, 1985.

Joan Curtis
Notary Public

My Commission Expires: December 10, 1988