

RECORDED MAY 19, 1987 BK 311 PG 84 NO. 984103 RONALD L. DAILEY, COUNTY CLERK

PARTY WALL AGREEMENT

This agreement is made between FIRST NATIONAL BANK OF BUFFALO, whose address is 141 South Main, Buffalo, Wyoming, and KAREN LIDAH, whose address is 1447 Champion Drive.

Recitals

A. FIRST NATIONAL BANK OF BUFFALO is the owner of the North 8 feet of Lot 12 of Block 19 of the Original Town of Sheridan, Sheridan County, Wyoming.

B. FIRST NATIONAL BANK OF BUFFALO has agreed to convey the South 6 feet of the North 8 feet of Lot 12 of Block 19 of the Original Town of Sheridan, Sheridan County, Wyoming to KAREN LIDAH.

C. There exists a wall located on the northerly boundary of the South 6 feet of the North 8 feet of Lot 12 of Block 19 of the Original Town of Sheridan, Sheridan County, Wyoming. This wall is hereafter referred to in this agreement as the "Wall."

D. The parties desire to settle any questions relating to the ownership and use of the Wall.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. The Wall shall be a party wall, and the parties shall have the right to use it jointly. Each of the parties shall have a nonexclusive easement on that part of the footing, foundation and common wall standing on the lot of the other for lateral support and for housing beams, flues, pipes, wires, ducts, vents, cables and other utility pipes and conduits (all hereafter called "Common Elements") as are now located within the Wall.

2. In the event the Wall is damaged or destroyed or the necessity arises for repair or replacement of any of the Common Elements therein enclosed which service each of the contiguous owners, from any cause other than the sole negligence of either of the owners, the Wall or Common Elements therein enclosed shall be repaired, replaced or rebuilt at the joint equal expense of the owners of the contiguous property. If such repair, replacement or rebuilding is required because of the sole negligence of one of the owners, the cost thereof shall be at his sole expense.

3. Neither of the parties hereby shall alter or change the Wall or any of the Common Elements located therein without the permission of the other owner, which permission shall not be unreasonably withheld.

4. Any controversy that may arise between the parties with respect to the necessity for or cost of repairs or with respect to any other rights or liabilities of the parties under this agreement shall be submitted to the decision of three arbitrators, one chosen by each of the parties hereto and the third by the two so chosen. The award of a majority of such arbitrators shall be final and conclusive upon the parties.

5. The benefits and obligations of the covenants herein shall

run with the land so long as the Wall or any extension thereon continues to exist and shall bind the respective parties hereto, their heirs, legal representatives, and assigns.

DATED this 18th day of May, 1987.

FIRST NATIONAL BANK OF BUFFALO



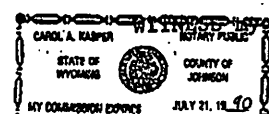
By: Paul H. McBride

Title: Vice-President

Karen D. Lidahl
KAREN LIDAHN

STATE OF Wyoming }
COUNTY OF Johnson } SS.

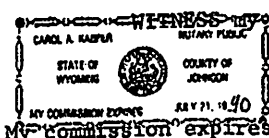
The foregoing instrument was acknowledged before me this 18th day of May, 1987 by Paul H. McBride of the First National Bank of Buffalo.



Witness my hand and official seal.
Carol A. Kasper
Notary Public
My commission expires: 7-21-1990

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS.

The foregoing instrument was acknowledged before me this 18th day of May, 1987, by Karen Lidahl.



Witness my hand and official seal.
Carol A. Kasper
Notary Public
My commission expires: 7-21-1990