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RECORDED MAY 16, 1950, BK 79 PG 358  
NO. 313975, B. B. HUME, COUNTY CLERK  
PARTY WALL AGREEMENT

THIS AGREEMENT, made this 16th day of May, 1950, by and between Hester M. Smith, a widow, Thomas L. Sanderson and Ruby E. Sanderson, husband and wife, Sheridan County, Wyoming, hereinafter called First Parties, and Ed Hammer, Inc., a Corporation, hereinafter called Second Party, Witnesseth:

Whereas, the First Parties are the owners of Lots 2, 4 and 6, and the East 15 ft. 5 inches of Lot 8, of Block 13, of the Corrected Plat of Grinnell Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming, together with an undivided one-half interest in and to the West wall of that certain building located on Lots 2, 4 and 6, and the East 15 ft. 9 inches of Lot 8, of said Block 13, of the Corrected Plat of Grinnell Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming, and

Whereas, the Second Party is the owner of the West 9 feet 7 inches of Lot 8, Block 13 of the Corrected Plat of Grinnell Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with an undivided one-half interest in and to the West wall of that certain building located on Lots 2, 4, 6 and the East 15 feet 9 inches of Lot 8, of Block 13, of the Corrected Plat of Grinnell Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, and

Whereas, each of said parties is the owner of an undivided one-half interest in and to the 8 inch wall, constructed of brick and concrete and located on the premises above described which said wall now extends Northerly across all but approximately 15 feet of said Lot 8, and

Whereas, the Second Party is about to construct a building on Lots 10 and 12, and the West 9 feet 7 inches of Lot 8, in

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Block 13, of the Corrected Plat of Grinnell Addition, as aforesaid, and it has been agreed between the parties that said wall may be a continuation of the present wall with one-half of said wall to be located on the property of said Second Party and the remaining half of said wall to be located on the West 4 inches of the East 15 feet 5 inches of Lot 8, of said Block 13, of the Corrected Plat of Grinnell Addition, and

Whereas, it is desired by the parties hereto to reduce to writing the terms of their agreement respecting the use of said wall.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto that each of said parties, and their successors and assigns, shall have an undivided one-half interest in and to the party wall, afore mentioned, together with any extension thereof, and that each of said parties, and their respective successors and assigns, shall have an equal right to the use of said wall as a party wall and the same shall hereafter be kept up and maintained by said parties, their successors and assigns, as a party wall. Said First Parties and their successors and assigns shall pay one-half of the maintenance and repair, and said Second Party and its successors and assigns shall pay one-half of such maintenance and repair.

It is further agreed between the parties that if said party wall is extended northerly across said Lot 8, that said wall should not be made to carry any roof, but that any roof should be carried on separate supports, for the reason that said party wall is not believed to be sufficiently strong to carry two roofs.

It is further agreed that this Agreement shall be binding upon the successors and assigns of the parties hereto and that

the covenants herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement this 16th day of May, 1950.

Hester M. Smith  
Thomas L. Sanderson  
Ruby E. Sanderson  
 First Parties



Ed Hammer, Inc., a Corporation

by Ed Hammer  
 President

STATE OF WYOMING )  
 ) SS  
 COUNTY OF SHERIDAN )

On this 16th day of May, 1950, before me personally appeared, Hester M. Smith, Thomas L. Sanderson and Ruby E. Sanderson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, Ruby E. Sanderson, wife of Thomas L. Sanderson, having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal the day and year in this Certificate first above written.

William A. Redle  
 Notary Public

My Commission expires the 24 day of March, 1954.

STATE OF WYOMING )  
 ) SS  
 COUNTY OF SHERIDAN )

On this 16th day of May, 1950, before me personally appeared, Ed Hammer, to me personally known, who, having been by me first duly sworn, did say: That he is the President of Ed Hammer, Inc. the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the Corporate Seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors; and said Ed Hammer acknowledged said instrument to be the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year this certificate first above written.

William A. Redle  
 Notary Public

My Commission expires on the 24 day of March, 1954.