

PARTY WALL AGREEMENT

This Agreement made and entered into on the 15 day of June, A. D. 1950, by and between Thomas A. Pilley and Vesta M. Pilley, Husband and Wife, Parties of the First Part, Elmer C. Hall and Edith Ruth Hall, Husband and Wife, Parties of the Second Part, and Charles Rossa and Mildred Rossa, Husband and Wife, Parties of the Third Part.

WITNESSETH:

WHEREAS, Parties of the First Part are the owners in fee simple of the East Forty One feet, ^{Eight} ~~Six~~ inches (E 41' 8") Parties of the Second Part are owners in fee simple of the West Forty One feet, Eight inches (W 41' 8") of the East Eighty Three feet Four inches (E 83' 4") and Parties of the Third Part are the owners in fee simple of the West Forty One feet Eight inches (W 41' 8"), of Lots Fifteen (15) and Sixteen (16), Block One (1), of the Original Town, now City of Sheridan, Sheridan County, Wyoming, excepting the North Three feet (N 3') of Lot Fifteen (15) which has been conveyed to John Sundquist and Wife.

WHEREAS, a one story concrete block building has been erected upon the whole of the above described real property and an Eight inch (8") hollow concrete block wall has been erected to center upon the line between the property of the Parties of the First Part and the property of the Parties of the Second Part, and an Eight inch (8") hollow concrete block wall has been erected to center upon the line between the property of the Second Parties and the property of the Third Parties; that said walls were intended to partition and divide the properties of the Parties hereto.

WHEREAS, a measurement of the aforementioned building reveals that the center of the wall between the Second and Third Parties may extend on to the property of the Second Parties by a negligible amount, and that the construction of

C.R.
E.H.
J.A.P.

said building and walls and placement upon the Lots may not be exact, but may vary a matter of a fraction of an inch or so in various particulars, and;

WHEREAS, it is the desire of the Parties to this Agreement to now settle any differences that may at any time ever arise with respect to their respective property lines, to establish existing division walls as Party walls and to define the liabilities and benefits of the Parties with respect thereto.

NOW THEREFORE, in consideration of the premises, the mutual covenants of the Parties, and One (\$1.00) Dollar in hand, paid by Second Parties to First and Third Parties, the receipt of which is hereby acknowledged, it is agreed:

1. That the wall centered upon the property line of the Parties of the First Part and the Parties of the Second Part is and shall be deemed and assumed to be properly located, correctly situate and a Party wall in all respects, owned jointly by said Parties.

2. That the wall centered upon the property line of the Parties of the Second Part and the property of the Parties of the Third Part shall be deemed to be properly located, correctly situate and a Party wall in all respects, owned jointly by said Parties.

3. That the East Four inches (4") of the Party wall between the property of the Parties of the First Part and the Parties of the Second Part is upon the property of the Parties of the First Part.

4. That the West Four inches (4") of the Party wall between the property of the Parties of the First Part and the Parties of the Second Part is upon the property of the Parties of the Second Part.

5. That the West Four inches (4") of the Party wall between the property of the Parties of the Second Part and Parties of the Third Part is upon the property of the Second Parties.

6. That the West Four inches (W 4") of the Party wall between the Second Parties and the Third Parties is upon the property of the Third Parties.

7. That if the Parties should respectively and mutually agree to the extension of said wall or walls to an additional height, the cost of any extension thereof shall be borne equally by said respective owners. It is distinctly understood and agreed that any walls herein described and any extension thereof shall at all times be and the same is a Party wall.

8. That in the event either of said walls at any time requires repair, the Parties to the ownership of said Party wall agree to bear one-half (1/2) the cost thereof.

9. That in case of damage or destruction of either or both said walls and any extension thereof, including the foundation, either of said adjoining Parties, their heirs and assigns, shall have the right to repair or rebuild the said wall or any extension thereof and the other adjoining Parties, whenever they desire to use the same shall have the right so to do, upon the payment of One-half (1/2) the expense of such repairing and rebuilding. It is further agreed that in the event said wall or walls require replacement, stronger, approved, fire-proof material and construction shall be used.

10. That this agreement shall be perpetual and at all times be construed as a covenant running with the land, and that no part of the fee of the soil on which the Party walls, above described, stand shall pass to or be vested in either Party to or by their heirs.

11. The Parties hereto hereby relinquish and waive all rights they or any of them may have under and by virtue of the Homestead Exemption Laws of said State.

Signed at Sheridan, Wyoming on the date first above mentioned.

Witnesses:

_____	<u>Thomas A. Pilley</u>
_____	<u>Vesta M. Pilley</u> Parties of the First Part
_____	<u>Elmer C. Hall</u>
<u>H. E. Jussing</u>	<u>Edith Ruth Hall</u> Parties of the Second Part
_____	<u>Charles Rossa</u>
<u>H. E. Jussing</u>	<u>Mildred Rossa</u> Parties of the Third Part

STATE OF WYOMING, }
County of Sheridan. } ss.

On this 15 day of June, 1950, before me personally appeared Thomas A. Pilley and Vesta M. Pilley, Husband and Wife, Elmer C. Hall and Edith Ruth Hall, Husband and Wife, and Charles Rossa and Mildred Rossa, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed, including the release and waiver of the right of Homestead by said wives, having been by me fully apprised of their 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.

NOTARY PUBLIC
COUNTY OF SHERIDAN

Herbert E. Jussing
Notary Public

My commission expires on
the 8 day of June, A. D. 1952