

PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, A.D., 1948, by and between Edward Kumor and wife Mary K. Kumor, Paul Wallach and wife Anna Wallach, H.V. Hurst and wife Aryeka H. Hurst, Parties of the First Part, and Tudor Edwards and Mae E. Edwards, Parties of the Second Part, WITNESSETH THAT:

WHEREAS, the said Edward Kumor and wife Mary K. Kumor, Paul Wallach and wife Anna Wallach, of the Parties of the First Part, are the owners of the following described real estate, subject to an Agreement for Warranty Deed therefor to the said H.V. Hurst and Aryeka H. Hurst, of the Parties of the First Part, to wit:

Lot Thirteen (13), in Block Two (2), of the "Corrected Plat" of Grinnell Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming;

AND WHEREAS, the Parties of the Second Part are the owners of the following described lands and premises immediately to the South of and adjacent to the said property of the Parties of the First Part above described, to wit:

Lot Fifteen (15) in Block Two (2) of the "Corrected Plat" of Grinnell Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming;

AND WHEREAS, the Parties of the Second Part propose to construct at this time a one-story building upon their said property immediately to the South of and adjacent to and flush with the South Wall of the building of the Parties of the First Part located upon their said property hereinabove described, the North Wall of the said building to be constructed by the Parties of the Second Part shall

be of Brikerete and cement construction and said building shall at the present time, be one story in height, but a second floor may hereafter be added thereto;

AND WHEREAS, under date of November 20, 1909, a Party Wall Agreement was made and entered into between Charles R. Halley, and A.D. Flores, respecting the construction and use of the Party Wall between said properties now owned by the respective parties hereto and which Agreement was recorded on said date in Book V of Deeds, at Page 241 thereof, in the office of the County Clerk of Sheridan County, Wyoming, and is now so of record in said office and by the terms of which provision is made for the right to the possession and use for stairway purposes of a portion of the premises at the front thereof as described in said Agreement, and the parties hereto desire to substitute this present Agreement for said earlier Party Wall Agreement;

IT IS NOW THEREFORE HEREBY STIPULATED AND AGREED by and between the parties hereto, for themselves, their executors, administrators, heirs and assigns, that in consideration of the sum of One Hundred Dollars (\$100.00) in hand paid by the Parties of the Second Part to the Parties of the First Part, the receipt whereof is hereby acknowledged, said Parties of the First Part hereby grant to the Parties of the Second Part, the right to tie into and to make use of that portion of the South Wall of the two-story brick building as now constructed, and now owned by the Parties of the First Part and located upon said Lot 13, and to make use of so much of said Wall for said purpose as may be required at this time for the construction of said one-story building, and

in case the Second Parties, their heirs or assigns should hereafter add a second story to said building, permission is expressly granted to make use of said South Wall of the building of the First Parties for said purpose, upon payment of a reasonable sum then to be agreed upon by the owners of said respective properties.

IT IS FURTHER AGREED between the parties hereto that the North Two (2) feet of the West Thirty-four (34) feet of said Lot Fifteen (15) owned by the Parties of the Second Part, and the South Two (2) feet of the West Thirty-four (34) feet of said Lot Thirteen (13) now owned by the Parties of the First Part, shall be kept available for use as a stairway and used for stairway purposes for access to the second story of the building now owned by the Parties of the First Part on said Lot Thirteen (13), or for any other building hereafter to be constructed thereon and for use for stairway to the second floor of the building now to be constructed by the Second Parties on Lot Fifteen (15) or for use for stairway to the second floor of any other building hereafter constructed on said Lot Fifteen (15) by the Second Parties, their heirs or assigns.

IT IS EXPRESSLY AGREED between the parties hereto that in case the Parties of the First Part, their heirs or assigns shall hereafter construct a stairway upon said portion of said premises and the Parties of the Second Part, their heirs or assigns should desire to make use of the same for access to the second story of any building upon said Lot 15, the said Second Parties, their heirs or assigns may purchase an undivided One-Half ( $\frac{1}{2}$ ) interest in said stairway for the sum of Two Hundred and Fifty Dollars (\$250.00). In case

such purchase is made the respective parties shall thereupon become joint and equal owners of said stairway with equal right to the use thereof for their respective buildings and said stairway thereafter shall be kept up and maintained by the respective owners thereof.

IT IS FURTHER AGREED that the said Party Wall Agreement of November 20, 1909, hereinabove mentioned in this Agreement is expressly modified as to the payment of the Three Hundred and Ninety-five Dollars (\$395.00) therein mentioned, and the payment of the One Hundred Dollars (\$100.00) herein provided shall be in lieu of said payment, but except as modified by this Agreement, shall remain in full force and effect.

THIS AGREEMENT shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto, and the covenants herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and date hereinabove first written.

WITNESSED BY:

Effie J. Michel

Phyllis J. Olsen

Edward Kumor  
EDWARD KUMOR

Mary K. Kumor  
MARY KUMOR

Paul Wallach  
PAUL WALLACH

Anna Wallach  
ANNA WALLACH

H. V. Hurst  
H. V. HURST

Aryeka H. Hurst  
ARYEKA H. HURST  
Parties of the First Part

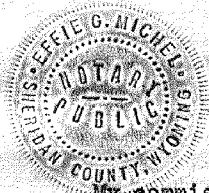
Tudor Edwards  
TUDOR EDWARDS

Mae E. Edwards  
MAE E. EDWARDS  
Parties of the Second Part

THE STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss.

On this 6th day of May, A.D., 1948, before me, the undersigned Notary Public in and for Sheridan County, Wyoming, appeared Edward Kumor, and wife Mary K. Kumor, Paul Wallach and wife Anna Wallach, H.V. Hurst and wife Aryeka H. Hurst, Parties of the First Part, and Tudor Edwards and wife Mae E. Edwards, Parties of the Second Part, personally known to me to be the same and identical persons named in and who signed the above and foregoing Party Wall Agreement and acknowledged that they signed and executed the same as their free and voluntary act and deed, including the Release and Waiver of the right of homestead, the wives of the respective parties having been by me first fully apprised of their rights and of the effect of signing and acknowledging said instrument.

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



*Effie G. Michel*  
Notary Public

My commission expires April 2, 1952