

RECORDED FEBRUARY 26, 1992 BK 348 PG 290 NO 102779 RONALD L. DAILEY, COUNTY CLERK

PARTY WALL AND COMMON SEWER AGREEMENT

THIS AGREEMENT is made this day by and between STELLA HALE, a single woman, and MAXINE POWERS, a single woman.

R E C I T A L S

1. STELLA HALE holds fee simple title to the following described real property located in the City of Sheridan, County of Sheridan, State of Wyoming:

RE: Legal Description for Lot D-2, Rader Minor Subdivision.

Lot D-2 of the Rader Minor Subdivision, said subdivision being a Replat of Lot D, Lots 1-16, Block 3, Highland Park 2nd Addition to the City of Sheridan; situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said Lot D-2 being more particularly described as follows:

Commencing at the northeast corner of said Section 28; thence S76°54'56"W, 1290.41 feet to the POINT OF BEGINNING of the herein described tract, said point being the southeast corner of said Lot D and the intersection of the north right-of-way line of Avon Street and the west right-of-way line of Joy Street; thence N89°12'43"W, 63.01 feet along said north right-of-way line to the southwest corner of said Lot D, said southwest corner being the intersection of said north right-of-way line of Avon Street and the east right-of-way line of Kentucky Avenue; thence N00°47'21"E, 54.23 feet along said east right-of-way line to a point, thence S89°30'03"E, 28.76 feet to a point; thence N00°29'57"E, 12.60 feet to a point, thence S89°30'03"E, 34.32 feet to a point on the west right-of-way line of Joy Street; thence S00°47'29"W, 67.15 feet along said west right-of-way line to the POINT OF BEGINNING.

Said tract contains 3,859.13 square feet of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

2. MAXINE POWERS holds fee simple title to the following described real property located in the City of Sheridan, County of Sheridan, State of Wyoming:

RE: Legal Description for Lot D-1, Rader Minor Subdivision.

Lot D-1 of the Rader Minor Subdivision, said subdivision being a Replat of Lot D, Lots 1-16, Block 3, Highland Park 2nd Addition to the City of Sheridan; situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said Lot D-1 being more particularly described as follows:

Commencing at the northeast corner of said Section 28; thence S81°34'05"W, 1269.16 feet to the POINT OF BEGINNING of the herein described tract, said point being the northeast corner of said Lot D and on the west right-of-way line of Joy Street; thence N89°12'55"W, 63.01 feet to the northwest corner of said Lot D, said corner being on the east right-of-way line of Kentucky Avenue; thence S00°47'21"W, 51.81 feet along said east right-of-way line to a point, thence S89°30'03"E, 28.76 feet to a point; thence N00°29'57"E, 12.60 feet to a point, thence S89°30'03"E, 34.32 feet to a point on the west right-of-way line of Joy Street; thence N00°47'29"E, 38.89 feet along said west right-of-way line to the POINT OF BEGINNING.

Said tract contains 2,822.51 square feet of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

3. The parties desire to reduce to writing their understandings and agreements regarding the common sewer and party wall shared by the above-described properties.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, the sufficiency of which is hereby acknowledged, it is agreed by the parties as follows:

1. Party Wall

That wall to the south of which is the property of STELLA HALE and to the north of which is the property of MAXINE POWERS will be considered a party wall. If it becomes necessary to repair or rebuild the whole or any portion of this party wall, the expenses of such repair or rebuilding will be borne equally by the parties.

2. Common Sewer

The sanitary sewer service, from the point of joining of the sanitary sewer service from the property of STELLA HALE and from the property of MAXINE POWERS to the sewer main is the joint property and responsibility of the parties. That portion of the sanitary sewer service which serves only one of the properties of the parties shall be the sole liability of the owner of the property so served. If it becomes necessary to repair or rebuild the whole or any portion of the common sewer from the point of joining of service from the respective properties, the expenses of such repair or rebuilding will be borne equally by the parties. All repair or rebuild requirements from the point of joining back to the property being served shall be the responsibility and liability of the owner of the property being served regardless of whether the service is solely within or without the property being served.

3. Covenant

This Agreement is a covenant running with the land, and the covenants, promises and agreements contained herein are binding upon the heirs, successors and assigns of the parties.

DATED this 26th day of February, 1992.

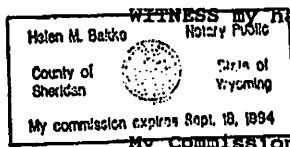
Stella Hale
STELLA HALE

person known by
Notary Public

Maxine Powers
MAXINE POWERS

STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me this
20th day of February, 1992, by STELLA HALE.



My Commission expires: 9-18-94

Helen M. Bakke
Notary Public

FLORIDA
STATE OF ~~WYOMING~~ FLORIDA) ss.
~~County of Sheridan~~ SANTA ROSA)

The foregoing instrument was acknowledged before me this
20th day of February, 1992, by MAXINE POWERS.

WITNESS my hand and official seal.

Frankie N. Brister
Notary Public

My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 23, 1995
BONDED THRU AGENT'S NOTARY BROKERSHIP

