

A G R E E M E N T

THIS AGREEMENT made and entered into between DORIS KOOI REYNOLDS, a single person, SELMER E. MOELLER and CREWE REYNOLDS MOELLER, husband and wife, parties of the First Part, and GROTHE-NELSON CORPORATION, a corporation, party of the Second Part,

WITNESSETH:

WHEREAS, the First Parties are the successors in interest of Peter P. Reynolds who was on January 30, 1906 the owner of Lot 11, Block 8 of the Grinnell Addition to the Town of Sheridan, Sheridan County, Wyoming, and

WHEREAS, the Second Party has the right to purchase and does intend to acquire a conveyance to Lot 13 in Block 8 of the Grinnell Addition to the Town of Sheridan, Sheridan County, Wyoming, and as such person and grantee would be the successor in interest to Otto F. Ernst, who was on January 30, 1906 the owner of said lot, and

WHEREAS, on January 30, 1906 said Peter P. Reynolds and Otto F. Ernst did enter into an agreement whereby each of said persons were to have and to hold an undivided one-half interest in and to the west wall of the brick building situate on Lots 11 and 13 in Block 8, Grinnell Addition to the Town of Sheridan, County and State aforesaid, together with an undivided one-half interest in and to the west basement wall of said building running from the curbing line South 117 feet along the division line between said Lots 11 and 13 in Block 8, Grinnell Addition to the Town of Sheridan, Sheridan County, Wyoming, and

WHEREAS, the Second Party desires to erect upon Lot 13, upon delivery to it of a conveyance of such lot, a building which would utilize the existing party wall which is subject to said agreement of 1906 which was filed as instrument numbered 26075 in the office of the Sheridan County Clerk and Recorder of Deeds, and

WHEREAS, the parties do desire to enter into an agreement in regard to the underpinning of the existing party wall and provide for the construction of an additional party wall along the remaining division line between said Lots 11 and 13 of Block 8, Grinnell Addition to the Town of Sheridan, Wyoming,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, it is agreed:

1.

That the Second Party may underpin the presently existing wall upon the division line between said lots, and make use of said wall for its purposes, and the Second Party may extend such party wall along the division line between said Lots 11 and 13 the entire length of such lots so that together with the new wall there will be a continuous party wall from the curbing line to the alley along the division line of said lots, all of which cost of underpinning and extension shall be borne solely by the Second Party.

2.

That the Second Party shall have access to the currently existing wall and access to the new wall to be constructed, one-half on Lot 11 and one-half on Lot 13, over the lands currently owned by the First Parties for the purpose of underpinning the old wall and erecting the new wall.

3. 547

That the Second Party shall not be relieved from any liability for damage or injury to the currently existing party wall by reason of his underpinning or otherwise extending said wall below the surface of the ground, but shall not be held liable for any hair cracks or minor changes in the ensuing party wall and that in doing such work insurance at the expense of the Second Party or its agents shall be carried to protect the First Parties' interest herein.

4.

That the First Parties do hereby waive notice of the ten (10) day requirement of the Uniform Building Code of the City of Sheridan, Wyoming, prior to the Second Party's commencing construction.

5.

That First Parties and their assigns shall have the right to use the party wall as so extended along the divider line at any future time and shall own an undivided one-half interest in the entire party wall as extended.

6.

That if construction is not commenced by the Second Party within one year from the date of this agreement, this agreement shall be null and void.

7.

This agreement, and said agreement of January 30, 1906, a copy of which is attached hereto, constitutes the sole agreement of the parties and this agreement shall supersede and control where any doubt, conflict or ambiguity may exist between the two agreements.

318  
8.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

EXECUTED this 17<sup>th</sup> day of June, 1965.

Doris Kool Reynolds  
Selmer E Moeller  
Crewe Reynolds Moeller  
FIRST PARTIES

Attest:

GROTHE-NELSON CORPORATION, a corporation,

Warren W. Grothe  
SECRETARY

By: Warren W. Grothe  
SECOND PARTY - PRESIDENT

STATE OF WYOMING }  
County of Sheridan } ss.

On this 17<sup>th</sup> day of June, 1965, before me personally appeared Doris Kool Reynolds, a single person, and Selmer E. Moeller and Crewe Reynolds, Moeller, husband and wife, and acknowledged to me that they executed the above and foregoing Agreement as their free act and deed, and that they know and understand the contents thereof.

My Commission expires:

1-20-68



STATE OF WYOMING }  
County of Sheridan } ss.

On this 17<sup>th</sup> day of June, 1965, before me appeared Warren W. Grothe to me personally known, who, being by me duly sworn did say that he is the President of Grothe-Nelson Corporation and that the seal affixed to said instrument is the corporate

349

seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial seal this 8th day of June, A.D., 1965.



My Commission expires: \_\_\_\_\_

W.H. Maryell  
Notary Public