

## PARTY WALL AGREEMENT

WHEREAS, the undersigned CHARLES A. BEINBORN and LINDA F. BEINBORN, husband and wife, of Ranchester, Wyoming, hereinafter referred to as the first adjoining owners, are the present owners in fee simple of a parcel of real estate adjoining a parcel of real estate owned in fee simple by ROYCE A. CORNELL, a single person, of Ranchester, Wyoming, hereinafter referred to as the second adjoining owner:

WHEREAS, the first adjoining owners are the owners in fee simple of a certain parcel of land described as follows:

A parcel of land located within Lot 2 of Block 4 of Tongue River Estates II subdivision to the Town of Ranchester, Wyoming, being more particularly described as follows:

Beginning at the northwesterly corner of said Lot 2, said point being on a cul-de-sac at the east end of West Halbert Street; thence along said cul-de-sac along a curve to the left having a radius of 60.00 feet, a central angle of 30 53'39", an arc length of 32.35 feet, with chord bearing and distance N 47 33'12"E, 31.96 feet; thence S 67 15'52"E, 27.21 feet to a wall common to each unit of a duplex; thence along said common wall S 51 41'19"E, 26.00 feet; thence S 33 33'45"E, 79.96 feet to the east line of said Lot 2; thence along said east line S 0 16'56"E, 18.67 feet to the southeast corner of said Lot 2; thence along the south line of said Lot 2, S 63 00'00"W, 60.00 feet to the southwest corner of said Lot 2; thence along the westerly line of said Lot 2, N 27 00'00"W, 131.99 feet to the point of beginning, containing 8057 square feet, more or less.

WHEREAS, the second adjoining owner is the owner in fee simple of a certain parcel of land described as follows:

A parcel of land located within Lot 2 of Block 4 of Tongue River Estates II subdivision to the Town of Ranchester, Wyoming, being more particularly described as follows:

Beginning at a point located on a cul-de-sac at the east end of West Halbert Street, said point being located N 47 33'12"E, 31.96 feet from the northwesterly corner of said Lot 2; thence along said cul-de-sac along a curve to the left having a radius of 60.00 feet, a central angle of 39 38'13", an arc length of 41.51 feet, with chord bearing and distance N 12 17'16"E, 40.68 feet; thence along the north line of said Lot 2, N 63 00'00"E, 90.00 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, 80 16'56"E, 173.88 feet; thence N 33 33'45"W, 79.96 feet to a wall common to each unit of a duplex; thence along said common wall N 51 41'19"W, 26.00 feet; thence N 67 15'52"W, 27.21 feet to the point of beginning, containing 8057 square feet, more or less.

It is hereby agreed as follows:

1. Each wall which was built as a part of the original construction of the homes upon the parcels and placed on the dividing line between the parcels shall constitute a party wall, and to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Owners of both parcels shall be entitled at any time hereafter to use the party walls.
3. The cost of reasonable repair and maintenance of the party walls shall be shared by the then owners of the parcels. If a party wall is destroyed or damaged by fire or other casualty, the owner of either parcel may restore it, and if the owner of the other parcel thereafter makes use of the wall, he she or they shall contribute to the cost of restoration thereof, without prejudice to the right of recovery by one owner from the other for negligence resulting in damage to the wall.
4. An owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. The right of the owner of either parcel to contribution from the owner of the other parcel under this Agreement shall be appurtenant to the land and shall pass to such owners' successors in title.
6. This Agreement shall at all times be construed as a covenant running with the land.
7. This declaration shall be binding upon the undersigned, their heirs, successors, assigns and grantees.
8. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the parties hereto have set their

hands this 2nd day of May, 1995.

Charles A. Beinborn  
Charles A. Beinborn  
Linda F. Beinborn  
Linda F. Beinborn  
Royce A. Cornell  
Royce A. Cornell

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

The foregoing instrument was acknowledged before me by  
Charles A. Beinborn and Linda F. Beinborn this 2nd day of  
May, 1995.

Witness my hand and official seal.

Cathy M. Harrington  
Notary Public

My Commission Expires: 7-18-98



STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

The foregoing instrument was acknowledged before me by  
Royce A. Cornell this 2nd day of May, 1995.

Witness my hand and official seal.

Cathy M. Harrington  
Notary Public

My Commission Expires: 7-18-98

