

PARTY WALL and DRIVEWAY AGREEMENT

WHEREAS, the undersigned Carol A. Dube, a single person, of Sheridan, Wyoming, hereinafter referred to as the first adjoining owner, is, or is about to become, the owner in fee simple of a parcel of real estate adjoining a parcel of real estate owned in fee simple by Richard S. Kuzara and Cecilia A. Kuzara, husband and wife, of Sheridan, Wyoming, hereinafter referred to as the second adjoining owner; and

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

The West 35 feet of Lots 7, 8 and 9 of the Moncreiffe Investment Company's Re-Plat of Block 6 of the Amended Plat of Sheridan Land Company's Addition to the Town, now City, of Sheridan, Sheridan County, State of Wyoming.

Said Block is situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 56 North, of Range 84 West of the Sixth Principal Meridian.

Together with all improvements thereon; and

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

East 35 feet of the West 70 feet of Lots 7, 8 and 9, Block 6, of the Amended Plat of Sheridan Land Company's Addition, reserving, however, an easement in favor of all owners of Lots 7 and 8 of Block 6 of said addition for an alley way across the North 10 feet of Lot 9.

It is hereby agreed as follows:

1. The wall which was built as a part of the original construction of the garages 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. The driveway which was built and placed on the dividing line between the parties shall constitute common and party driveway, and to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party driveways and liability due to negligence or willful acts shall apply.
3. Owners of both parcels shall be entitled at any time hereafter to use the party wall.
4. Owners of both parcels shall each be entitled to use of the party driveway without obstruction by the other.
5. The cost of reasonable repair and maintenance of the party wall and party driveway shall be shared equally by the then owners of the fee interests in the parcels.
6. An owner who by his or her negligent or willful act causes the party wall of the garage to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
7. 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.
8. This Agreement shall at all times be construed as a covenant running with the land.

9. This declaration shall be binding upon the undersigned, their heirs, successors, assigns and grantees.

10. In the event of any dispute arising concerning the party wall or the party driveway, or under the provisions of this Agreement, each Party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the resolution of the dispute shall be by a majority of all the arbitrators, each party to be responsible for and pay one-half (1/2) of the costs and fees of arbitration.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27 day of September, 2005.

Carol A. Dube

Carol A. Dube

Richard S. Kuzara

Richard S. Kuzara

Cecilia A. Kuzara

Cecilia A. Kuzara,

STATE OF WYOMING)
ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Carol A. Dube this 27th day of Sept, 2005.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission expires: 5-13-06



STATE OF WYOMING)
ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Richard S. Kuzara and Cecilia A. Kuzara this 27th day of Sept, 2005.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission expires: 11/1/07

