

PARTY WALL AGREEMENT

This agreement is made by and between Travis G. & Mandy S. Koltzka as owner of the property commonly known as 1934 Val Vista St. Sheridan WY 82801, more particularly described in the legal description attached as Exhibit "A", and Robert A. and Jennifer A. Reed, as owner of the property commonly known as 1932 Val Vista St. Sheridan WY 82801, more particularly described in the legal description attached as Exhibit "B".

THE PARTIES AGREE AS FOLLOWS:

1. Mutual reciprocal easements are hereby established, declared and granted for the party wall presently constructed on the boundary line of the lots, which reciprocal easements shall be for mutual support and shall be governed by this agreement and more particularly the succeeding sections of this agreement. Every deed, whether or not expressly so stating, shall be deemed to convey and be subject to such reciprocal easements.
2. The wall which is built as a part of the building presently located on the lots described in attached Exhibits "A" and "B" and which is placed on the boundary line between the lots shall constitute the party wall, and, to the extent not inconsistent with the provisions of this agreement, the general rules of law regarding party walls and of liability for property damage due to negligence or wilful acts or omissions shall apply thereto.
3. Except as otherwise provided herein, the cost of reasonable repair and maintenance of the party wall shall be shared equally by the owners of the lots described in attached Exhibits "A" and "B".
4. The right of any owner to contribution from any other owner under this agreement shall be appurtenant to the land and shall pass to the owner's successors in title.
5. Any dispute arising concerning the party wall, or under the rights and obligations under this declaration shall be resolved by arbitration. The owners of each lot shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision resolving the dispute shall be by a majority of the three arbitrators. The cost of any such arbitration shall be borne equally by the parties thereto. The appointment of arbitrators shall be made within twenty days after notice by one party to the other party that a dispute exists and that a party desires to resolve the dispute by arbitration.
6. The owners of each of the lots described on attached Exhibit "A" and "B" shall have the right to use the party wall jointly.
7. If the party wall is injured or destroyed by any act or omission of an owner or of a person on either lot with the consent of the owner, the owner of that lot shall repair or rebuild the party wall at that owner's expense. If said owner neglects or fails to commence to make repairs or to rebuild the wall within three (3) days of the date of injury or destruction, then the other owner may make such repairs, all at the expense of the responsible owner. Such costs and expenses, until paid, shall be a lien upon the lot owned by the responsible owner and may be foreclosed as a mortgage under the laws of the State of Wyoming.
8. If the party wall is damaged or destroyed by the fault, negligence, or other act or omission of an owner of one of the lots or a person on either lot with the consent of that owner, such party shall also compensate the other owner for all damages to that owner's property.
9. If the party wall is injured by any cause other than the act or omission of an owner or of a person on either lot with the consent of the owner, the wall shall be repaired or rebuilt at the joint expense of the owners of the lots; provided, however, any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration. Any repair or rebuilding of the party wall shall be on the same location and of the same size as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.

10. The benefits and burdens of the provisions and covenants herein contained shall run with the land and the ownership of each lot and shall bind the parties to this agreement and their respective successors and assigns.

DATED this 30th day of October, 2020

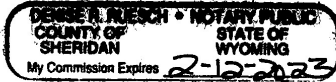
[Signature]

[Signature]

STATE OF WYOMING)
County of Sheridan) : SS.

The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 2020 by TENNIFER A BEED AND ROBERT A BEED.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 2-12-2023

STATE OF WYOMING)
County of Sheridan) : SS.

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____



PARTY WALL AGREEMENT

This agreement is made by and between Travis G. & Mandy S. Koltiska as owner of the property commonly known as 1934 Val Vista St. Sheridan, WY more particularly described in the legal description attached as Exhibit "A", and Robert A. & Jennifer A. Reed as owner of the property commonly known as 1932 Val Vista St. Sheridan, WY 82801 more particularly described in the legal description attached as Exhibit "B".

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9. If the party wall is injured by any cause other than the act or omission of an owner or of a person on either lot with the consent of the owner, the wall shall be repaired or rebuilt at the joint expense of the owners of the lots; provided, however, any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration. Any repair or rebuilding of the party wall shall be on the same location and of the same size as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.



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DATED this 30th day of October 2020

[Signature]

[Signature]

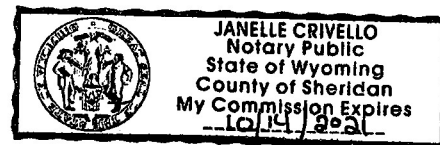
STATE OF WYOMING)
 : SS.
 County of Sheridan)

The foregoing instrument was acknowledged before me this 30th day of October, 2020 by Travis and Mandy Koltiska.

WITNESS my hand and official seal.

[Signature]
 Notary Public

My Commission Expires: 10/14/2021



STATE OF WYOMING)
 : SS.
 County of Sheridan)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

WITNESS my hand and official seal.

 Notary Public

My Commission Expires: _____



2020-763479 11/2/2020 4:57 PM PAGE: 5 OF 5
FEES: \$24.00 DO AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit A

Lot 6 and a 1/6th interest in Tract "A" of the Centennial Townhouse Addition to the City of Sheridan,
Sheridan County, Wyoming.

Exhibit B

Lot 5 and a 1/6th interest in Tract "A" of the Centennial Townhouse Addition to the City of Sheridan,
Sheridan County, Wyoming.

NO. 2020-763479 AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801