

2024-792640 6/18/2024 1:06 PM PAGE: 1 OF 2 FEES: \$15.00 PK AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

PARTY WALL AGREEMENT

This Agreement is made and entered effective the day of June, 2024, by and between: Jill M. Terry, as the record owner of Lot 51, Stoneridge Meadows Subdivision Phase II, a subdivision in Sheridan County, Wyoming as recorded in Book S of Plats, Page 164. (herein referred to as "Parcel B"), and James T. Fitzsimmons and Elena B. Fitzsimmons are the record owners of Lot 50, Stoneridge Meadows Subdivision Phase II, a subdivision in Sheridan County, Wyoming as recorded in Book S of Plats, Page 164. (herein referred to as "Parcel A"), who agree, for good and valuable consideration, as follows:

1. Declaration of Party Wall Easement. The east boundary of Parcel A, and the building constructed thereon, and west boundary of Parcel B, and the building constructed thereon, pass adjacent to the center of a common party wall to be shared by the two buildings -- this common party wall being a common concrete foundation and a common shared wall – all of which shall be deemed the east wall of Parcel A and shall be deemed the west wall of Parcel B (herein the "Party Wall"). The Party Wall is hereby declared to be a party wall and shall remain a party wall hereafter and all record owners of Parcels A and B, and each portion thereof, shall be party to this Agreement and each hereby grants the other an easement for the use of the Party Wall under the agreement set forth herein.

The owner of each and every portion of Parcel A and Parcel B shall have the non-exclusive and shared right to use the Party Wall as a party wall jointly with each other. Such use shall not in any way injure or unduly impair the adjoining building or the property of the other party, and shall not unreasonably impair the party wall benefits and support to which the adjoining building is entitled, unless the other party consents in writing to that use.

2. Term. This Agreement shall run with the land.

This Party Wall and Easement Agreement is made effective as of the day of June, 2024.

Lot 50 - 1357 Stoneridge Drive

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STATE OF WYOMNG

COUNTY OF SHERIDAN

The foregoing Party Wall Agreement was acknowledged before me by James T. Fitzsimmons and Elena B. Fitzsimmons this ______day of June, 2024.

)SS

Witness my hand and official seal.

My commission expires: _5/23/2029

ANNE H. ZIMMERSCHIED Notary Public - State of Wyoming

Commission ID 162771 PAGE 1 O My Commission Expires May 23, 2029

PARTY WALL AGREEMENT - 1355/1357 STONERIDGE DRIVE Prepared by Pence and MacMillan LLC, Sheridan, Wyoming



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<u>Lot 51 – 1355 Stoneridge Drive</u>

Jil M. Terry

STATE OF WYOMING

day of June, 2024.

) SS

COUNTY OF SHERIDAN

Witness my hand and official seal.

My commission expires: <u>5</u>[23 | 2029

Une H. Zimmerschied Notary Public

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