

AGREEMENT

This Partition Fence Agreement made on the 23rd day of April, 1979, by FRANK VISGER and CAROL VISGER, husband and wife, hereinafter referred to as "Visger" of 660 Michael Drive, a/k/a Lot 11 of Block 1 of Shelly Lane Addition to the City of Sheridan, County of Sheridan, State of Wyoming, and THOMAS J. MUELLER and SHERRY D. MUELLER, husband and wife, hereinafter referred to as "Muellers" of 645 Dunnick a/k/a Lot 4 of Block 1 of Shelly Lanes Addition to the City of Sheridan, County of Sheridan, State of Wyoming.

RECITALS

I.

The parties to this agreement are adjoining land owners of residential property bounded in part by a common boundary approximately 75 feet in length being the North boundary of Muellers property and the South boundary of Visger's property.

II.

The maintenance of partition fences is not regulated by statute in the City of Sheridan nor State of Wyoming nor do the statutes provide a procedure for the construction and maintenance of partition fences sufficient for the parties' needs.

III.

The parties desire to bind themselves, their heirs and assigns to an agreement for the construction and maintenance of a partition fence so that their properties may hereafter be separated by a good and sufficient fence and they and any future owners of their properties will have clearly defined duties with respect to the maintenance of that fence, all to the end that good relations between owners and tenants of the respective properties may be maintained.

THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

I. *36*

A permanent center post shall be located 37.5 feet from the southwest corner of Visger's lot, Lot 11, that being the northwest corner of Mueller's lot, being Lot No. 4, the location of this post to be ascertained before the first day of June, 1979, and agreed to by the parties hereto, whereupon they shall cooperate in sinking the post.

II.

Visger covenants for themselves, their heirs and assigns, to erect and maintain a fence from the center post 37.5 feet in an easterly direction on the common boundary.

III.

Muellers covenant for themselves, their heirs and assigns to erect and maintain a fence from the center post 37.5 feet in a ~~southerly~~ ^{westerly} direction on the common boundary of the properties. *Westerly 8/9/79*

IV.

This Agreement shall be considered a covenant with the land and permanently binding and benefiting the property of each party. Each party shall cause a copy of this Agreement to be recorded with their deed within four (4) weeks of the signing thereof.

V.

The fence erected and maintained pursuant to this agreement shall be a picket privacy fence made of 4" x 4" posts, with 2" x 4" runners with 1" x 6" x 6' boards attached thereto. The fence shall be supported by posts sunk at intervals of not less than eight (8) feet and shall be properly maintained by the parties to this agreement, each sharing equally to maintain the fence.

IN WITNESS WHEREOF the parties have executed this agreement at Sheridan, Wyoming, on the date first above written.

Frank Visger
Frank Visger

Carol Visger
Carol Visger

Thomas J. Mueller
Thomas J. Mueller

Sherry D. Mueller
Sherry D. Mueller

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

The foregoing agreement was acknowledged before me by Frank Visger and Carol Visger, husband and wife, this 23 day of April, 1979.

Witness my hand and official seal.

Edna D. Edmon
Notary Public

My commission expires: 1982

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

The foregoing agreement was acknowledged before me by Thomas J. Mueller and Sherry D. Mueller, husband and wife, this 25th day of April, 1979.

Witness my hand and official seal.

Henry C. Henderson
Notary Public

My commission expires: February 24, 1980