

AGREEMENT

This Partition Fence Agreement made on the 20<sup>th</sup> 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 WILLIAM M. McCARTY II and PAMELA S. McCARTY, husband and wife, hereinafter referred to as "McCarty" of 644 Michael Drive, a/k/a Lot 12 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 110 feet in length being the West boundary of McCartys' property and the East 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.

A permanent center post shall be located 77.5 feet from the northeast corner of Visger's lot, Lot 11, that being the northwest corner of McCarty's lot, being Lot No. 12, 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 32.5 feet in a northerly direction on the common boundary.

## III.

McCarty's covenant for themselves, their heirs and assigns to erect and maintain a fence from the center post 32.5 feet in a southerly direction on the common boundary of the properties.


## 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 weeks of the signing thereof.

## V.

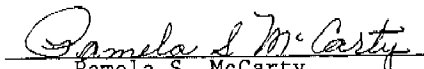
The fence erected and maintained pursuant to this agreement shall be a picket privacy fence made of 4" x 4" posts, with 2" x 4" runners with 1" x 6" x 6' boards attached thereto. The fence shall be supported by posts sunk at intervals of not less than EIGHT feet and shall be properly maintained by the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

  
Carol Visger

  
William M. McCarty II

  
Pamela S. McCarty

STATE OF WYOMING     )  
                              : ss.  
COUNTY OF SHERIDAN    )

The foregoing agreement was acknowledged before me by Frank Visger and Carol Visger, husband and wife, this 20 day of April, 1979.



Witness my hand and official seal.

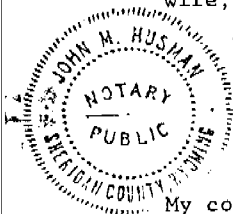
  
Notary Public

My Commission Expires June 2, 1981

My commission expires:

STATE OF WYOMING     )  
                              : ss.  
COUNTY OF SHERIDAN    )

The foregoing agreement was acknowledged before me by William M. McCarty II and Pamela S. McCarty husband and wife, this 20th day of April, 1979.



Witness my hand and official seal.

  
Notary Public

My Commission expires June 1, 1982

My commission expires: