

## SHERIDAN COUNTY, WYOMING

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

( S E A L )

Stanford W. Goss  
Notary Public.

My commission expires: June 7, 1942

## PARTY WALL AGREEMENT

FRANK MURRAY

TO

GEORGE F. & OSCAR A.

DEMPLE

FILED 10/45 A. M.

OCTOBER 4, 1940.

NO. 232397

## PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of September, 1940, by and between Frank Murray of Deadwood, South Dakota, party of the first part, and George F. Demple and Oscar A. Demple, of Sheridan, Wyoming, parties of the Second part, WITNESSETH:

WHEREAS, the party of the first part is the owner of Lots numbered 10, 12, and the South two and one-half feet of Lot numbered 8, in Block numbered 12 in the Grinnell Addition to the City of Sheridan, County of Sheridan, State of Wyoming; and,

WHEREAS, the parties of the second part are the owners of the North 22½ feet of said Lot 8; and,

WHEREAS, a two story brick and stone wall has been erected along the dividing line between the parties of said Lot 8, owned by the respective parties hereto, for a distance of 100 feet west from the east line of said Lot 8, partly upon the part of said Lot 8, owned by the party of the first part, and partly upon the part of said Lot 8, owned by the parties of the second part; and,

WHEREAS, ever since its erection said wall has been a party wall and the parties hereto are desirous that it remain such and that their respective rights and obligations with respect thereto be definitely determined and fixed;

NOW, THEREFORE, in consideration of the premises, the party of the first part, for himself, his heirs, executors, administrators and assigns, and the parties of the second part, for themselves, their heirs, executors, administrators and assings, agree, each with the other, as follows:

1. That said wall, which includes the foundation and footing, shall be and remain a party wall, and, as between the parties hereto, and those claiming under them, respectively, the dividing line between the respective parts of said Lot 8, owned by the parties hereto, shall be and remain the middle line of said wall as now constructed, whether the real dividing line between the respective parts of said Lot 8, owned by the parties hereto, shall conform thereto or not.

2. That either party to this agreement may at any time add to said wall in height, depth, or thickness, and in case of damage may repair, or in case of destruction may rebuild the same, but not more than eight and one-half inches of the width of the wall (which is now seventeen inches in thickness) shall be placed upon the land of the other without the consent of the latter.

3. Any extension or restoration of or addition to said wall shall be built in a substantial and workmanlike manner and shall conform in all respects to the laws of the State of Wyoming and the ordinances of the said city of Sheridan regulating the construction of buildings at the time; and the party building any extension of or

to cause the least possible inconvenience to the other party, and shall do whatever work may be necessary to leave the building of the other party in as good condition as before.

4. Whenever either of said parties shall use the extension or restoration of said wall built by the other party, the one so using shall pay to the other party, or those claiming under him or them, owners for the time being of the land of the party who built such extension of said wall, one-half of the value at that time of so much of the extension or restoration thereof, including the foundations under the same, as he or they may use. Should said original wall or the extension or restoration of same need repairs and one of the parties, owners for the time being, refuse to join in making the same the other may make such repairs and the owner refusing to join in making them shall be liable to the party making such repairs for one half of the cost of such repairs on the part of the wall used by the party or parties so refusing.

5. In estimating the value of so much of the extension of said wall as may be used, to ascertain the sum due, no part of the thickness of the extended portion of said wall in excess of eight and one half inches on each side of the dividing line between said lots shall be taken into consideration, unless, with the written consent of the party who is to make such payment, or of his predecessors in ownership, more than eight and one half inches of the thickness of said extended portion of said wall shall have been placed upon his or their land, and then only to the extent of the additional thickness so consented to.

6. No claim shall be made by either of said parties, or of those claiming under them respectively, for payment in respect of any addition to the thickness of or any extension of said wall, or restoration thereof, which may be made by him or them, unless, with the consent of the other party, or of those claiming under him or them, part of such addition shall have been placed upon the land of the other, and then only in case the same shall be used by the latter, and the sum paid by the one so using shall be one-half of the value at that time of so much of such addition as shall be used.

7. It is expressly covenanted and agreed by the party of the first part that no part of the above described land owned by him has ever been used or occupied by him or any member of his family as a homestead, and the parties of the second part hereby expressly covenant and agree that no part of said land owned by them has been used or occupied by them or any member of their respective families as a homestead.

8. The parties hereto, for themselves, their successors, heirs, executors, administrators, and assigns, do covenant with each other that the agreements herein contained shall be covenants running with the land, and that the rights, duties, and obligations hereunder of each party, and of those claiming under him or them, shall cease with the termination of his or their ownership of the respective parcels of land aforesaid, except the duties and obligations growing out of any erection or use made during ownership.

IN WITNESS WHEREOF, the parties hereunto, and to another instrument of like tenor, set their hands the day and the year first above written.

Signed in the Presence of:

Irene Jacobson  
Witness as to the Signature of  
Frank Murray)

Frank Murray  
\_\_\_\_\_  
Party of the First Part  
  
George F. Demple  
\_\_\_\_\_

## SHERIDAN COUNTY, WYOMING

THE STATE OF SOUTH DAKOTA }  
County of Lawrence } SS.

On this 30 day of September, 1940, before me personally appeared Frank Murray, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my Notarial Seal the day and the year in this certificate first above written.

( S E A L )

A. A. Coburn  
Notary Public

My Commission expires the 11 day of Sept, 1944.

The State of Wyoming{  
County of Sheridan { SS.

On this 24th day of September, 1940, before me personally appeared George F. Demple and Oscar A. Demple, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my Notarial Seal the day and the year in this certificate first above written.

( S E A L )

Louis J. O'Marr  
Notary Public

My Commission expires the 29th day of June, 1942.

## PARTY WALL AGREEMENT

FRANK MURRAY

TO

JOSEPH J. POLL

FILED 10/45 A. M.

OCTOBER 4, 1940

NO. 232398

## PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of September, 1940, by and between Frank Murray of Deadwood, South Dakota, party of the first part, and Joseph J. Poll of Sheridan County, Wyoming, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is the owner of Lot numbered 12 and the party of the second part is the owner of the adjoining lot numbered 14, both in Block numbered 12 of Grinnell Addition to the City of Sheridan, County of Sheridan, State of Wyoming; and,

WHEREAS, a two story brick and stone wall has been erected on said Lot 14 at or near the north line thereof for a distance of 100 feet from the east line of said lot, which wall has been and is now being used as a party wall by the parties to this agreement; and,

WHEREAS, the parties hereto are desirous that such wall remain a party wall, that their respective rights and obligations with respect thereto be definitely fixed and determined, and that the north line of said wall as now located, and the extension of such line, be fixed as the boundary line between said Lots 12 and 14;

NOW, THEREFORE, in consideration of the premises, the party of the first part, for himself, his heirs, executors, administrators and assigns, and the party of the second part, for himself, his heirs, executors, administrators and assigns, agree, each with the other, as follows:

1. That said wall, which includes the foundation and footing, shall be and remain a party wall, and, as between the parties hereto, and those claiming under them, respectively, the dividing line between said Lots 12 and 14 shall be and remain the