

RECORDED JULY 29, 1999 BK 407 PG 496 NO 323993 AUDREY KOLTISKA, COUNTY CLERK  
PARTY WALL AGREEMENT

WHEREAS, the undersigned Katrina Dane Hoxie and Virginia Walsmith, as joint tenants with rights of survivorship, of Sheridan, Wyoming, hereinafter referred to as the first adjoining owner, is the present owner in fee simple of a parcel of real estate adjoining a parcel of real estate owned in fee simple by Mark S. Sonderby, a single person, of Sheridan, Wyoming, hereinafter referred to as the second adjoining owner;

Whereas, the first adjoining owner is the owner in fee simple of a certain parcel of land described as follows;

The South 10.5 feet of Lot 2, All of Lot 3, Block 9, in South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Whereas, the second adjoining owner is the owner in fee simple of a certain parcel of land described as follows;

The North 39 feet 9 inches of Lot 2, Block 9, in South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

It is hereby agreed as follows:

1. The wall which is to be built as part of a dividing wall to the existing common garage upon the parcels and placed on the dividing line between the parcels shall constitute a party wall, and to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts

or omissions shall apply thereto.

2. Owners of both parcels shall be entitled at any time hereafter to use the party wall.

3. The cost of reasonable repair, re-construction, and maintenance of the party wall shall be shared by the then owners of the fee interests in the parcels. If the party wall is destroyed or damaged by fire or other casualty, the owner of either parcel may restore it, and if the owner of the other parcel thereafter makes use of the wall, he/she or they shall contribute to the cost of restoration thereof, without prejudice to the right of recovery by one owner from the other for negligence resulting in damage of the wall.

4. An owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of the owner of either parcel to contribution from the owner of the other parcel under the Agreement shall be appurtenant to the land and shall pass to such owners successors in title.

6. This agreement shall at all times be construed as a covenant running with the land.

7. This declaration shall be binding upon the undersigned, their heirs, successors, assigns and grantees.

8. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional

arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of July, 1999.

Katrina Dane Hoxie  
Katrina Dane Hoxie

Virginia Walsmith  
Virginia Walsmith

Mark S. Sonderby  
Mark S. Sonderby

STATE OF WYOMING     )  
                                  ) ss  
COUNTY OF SHERIDAN   )

THE foregoing instrument was acknowledged before me by Katrina Dane Hoxie, Virginia Walsmith, and Mark S. Sonderby this 28th day of July, 1999.

Witness my hand and official seal.

Nanci L. Loseke  
Notary Public

My Commission Expires May 26, 2000

