

PARTYWALL AGREEMENT

WHEREAS, the undersigned, WYLMA J. WINER, a married woman as her sole and separate property, 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 LARRY W. SAMSON and STELLA L. SAMSON, husband and wife, 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:

A parcel being a portion of Lot 2, Block 35, Downers Addition to the City of Sheridan, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point from which the SW corner of Lot 1 of said Block 35 bears S01°21'26"E, a distance of 66.00 feet; thence N01°21'26"W, 22.00 feet; thence N89°51'34"E, 123.59 feet; thence S00°58'09"E, 26.00 feet; thence S89°51'40"W, 76.50 feet; thence N00°08'20"W, 4.00 feet; thence S89°51'40"W, 47.00 feet to the point of beginning.

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

A parcel of land being a portion of Lots 2 and 3, Block 35, Downers Addition, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point from which the SW corner of Lot 1 of said Block 35 bears S01°21'26"E, a distance of 88 feet; thence N01°21'26"W, 22.0 feet; thence N89°51'40"E, 47.0 feet; thence N00°08'20"W, 4.0 feet; thence N89°51'28"E, 76.69 feet; thence S00°58'09"E, 26.0 feet; thence S89°51'34"W, 123.59 feet to the point of beginning.

It is hereby agreed as follows:

1. Each wall which was built as a part of the original construction of the homes 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 or willful acts or omissions shall apply thereto.

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

3. The cost of reasonable repair and maintenance of the party walls shall be shared by the then owners of the fee interests in the parcels. If a 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 to 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 this Agreement shall be appurtenant to the land and shall pass to such owners' successors in title.

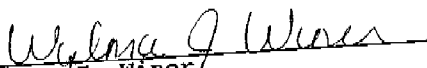
6. This Agreement shall at all times be construed as a covenant running with the land.


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

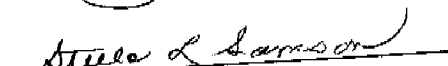
8. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the parties hereto have set their hands this

11th day of May, 1998.


Wylna J. Winer

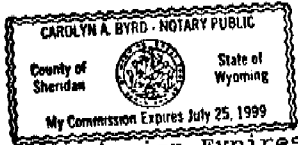

Larry W. Samson


Stella L. Samson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Wylma J. Winer, this 8th day of May, 1998.

Witness my hand and official seal.



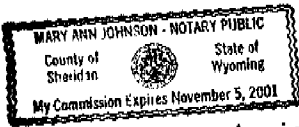
Carolyn A. Byrd
Notary Public

My Commission Expires 7-25-99

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Larry W. Samson, this 11th day of May, 1998.

Witness my hand and official seal.



Mary Ann Johnson
Notary Public

My Commission Expires 5 November 2001

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Stella L. Samson, this 11th day of May, 1998.

Witness my hand and official seal.

Dana Rae Anderson
Notary Public

My Commission Expires 7-7-99

