

PARTY WALL AGREEMENT

Whereas, the undersigned Norman Mark Robertson and Lisa Rae Robertson, husband and wife, of Sheridan, Wyoming, hereinafter referred to as the first adjoining owners, are the present owners in fee simple of a parcel of real estate adjoining a parcel of real estate owned in fee simple, by Louise A. Weinland, a single person, of Sheridan, Wyoming, hereinafter referred to as the second adjoining owner;

Whereas, the first adjoining owners are the owners in fee simple of a certain parcel of land described as follows:

The North 38.5 Feet and the West 15 Feet of the South 7.41 Feet of Lot 1, Block 1, Hill Pond Subdivision, a Subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 305, together with all appurtenances thereunto appertaining or belonging; and

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

The North 16 Feet of the South 71.5 feet and the East 15 feet of the West 30.0 feet of the South 7.4 feet of Lot 1, Block 1, Hill Pond Subdivision, a Subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 305.

Subject to a Mortgage to First Interstate Bank of Casper, N.A., dated the 24th day of November, 1986, and recorded the 25th day of November, 1986, and assigned to Interstate Lending Corp. by instrument dated November 24, 1986, and recorded November 15, 1986, and further assigned to First Interstate Mortgage Co. by instrument dated January 7, 1987, and recorded August 4, 1987;

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 31 day of October, 1990.

Norman Mark Robertson
Norman Mark Robertson

Lisa Rae Robertson
Lisa Rae Robertson

Louise A. Weinland
Louise A. Weinland

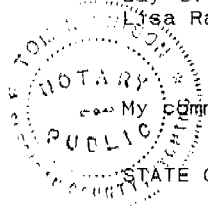
FIRST INTERSTATE MORTGAGE CO.

By: _____
Its: _____

PARTY WALL AGREEMENT

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 31st
day of Oct, 1990, by Norman Mark Robertson and
Lisa Rae Robertson, husband and wife.

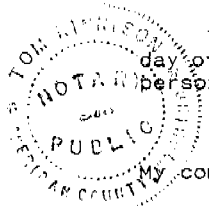


My commission expires: 12/14/91

Tom Kinnison
NOTARY PUBLIC

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 31st
day of Oct, 1990, by Louise A. Weinland, a single
person.



My commission expires: 12/14/91

Tom Kinnison
NOTARY PUBLIC

STATE OF _____)
: SS
COUNTY OF _____)

On this _____ day of _____, 1990, personally
appeared before me, _____, a Notary Public
for the aforesaid County and State,
_____ being known to me to be the
said _____, and after being duly
sworn upon oath, did acknowledge that (s)he was the
_____ of First Interstate Mortgage Co. of
_____, a
_____ corporation, that the same was signed on
behalf of said corporation by the authority of the Board of
Directors, or trustees thereof, and that the same is the free act
and deed of said corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: