

SHARED ACCESS EASEMENT AND PARTY WALL AGREEMENT

This Agreement is made and entered effective the 12th day of November, 2021, by and between: Justin W. Massar and Kathleen J. Massar, (herein "Massars"), and Kaylee A. Nygren, (herein "Nygren"), who for good and valuable consideration, the receipt and sufficiency of which is confessed do agree as follows:

RECITALS OF INTENT:

- A. Massars are the record owner of Lot 3, Block 17, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as recorded in Book S of Plats, Page 11 (herein "Lot 3");
- B. Nygren is the record owner of Lot 4, Block 17, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as recorded in Book S of Plats, Page 11 (herein "Lot 4");
- C. The south boundary of Lot 3 and the north boundary of Lot 4 share a commonly-used access driveway to a garage constructed on each side of the common boundary at the East end of Lots 3 and 4, as illustrated on **Exhibit A**, attached hereto and incorporated herein.
- D. The south boundary of Lot 3, and the garage constructed thereon, and north boundary of Lot 4, and the garage constructed thereon, passes over the center of the common lot boundary upon which a party wall is shared in common through the middle of the garage (herein the "Party Wall").

The parties agree to the following:

1. **Grant of Shared Access Easement.** Massars and Nygren do each hereby grant to and for the reciprocal benefit Lot 3 and Lot 4 a private access easement across that 9 foot wide strip of land more specifically described on **Exhibit "A"**, attached hereto and incorporated herein (herein the "Easement Route"). Massars and Nygren agree their mutual intent and purpose of this easement is to provide the owner of Lot 3 and of Lot 4 the shared right of ingress and egress over and across the existing driveway to and from the garage, all as shown on Exhibit A. This easement shall run with the land and burden and benefit the parties hereto, as owner, respectively, and their guests, invitees and successors shall benefit from the non-exclusive access rights granted herein.

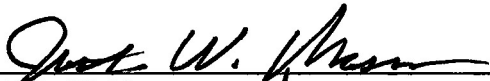
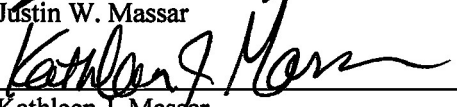
The owners of Lot 3 and Lot 4 each shall have the right and obligation to maintain and repair and maintain the driveway, one-half by each, and each shall have the right and obligation to maintain and repair the portion of the garage on their respective side of the common boundary line.

2. **Party Wall Agreement.** The common wall in the center of the garage shown on Exhibit A is hereby declared to be a party wall and shall remain a party wall hereafter and all record owners of Lot 3 and Lot 4, and each hereby grants the other an easement for the use of the party wall under the agreement set forth herein. The owner of Lot 3 and Lot 4 shall have the non-exclusive and shared right to use the Party Wall as a party wall jointly with each other, subject to the following terms:
 - a. The Party Wall shall be maintained and kept in good repair at all times by the owners of Lot 3 and Lot 4 (and each portion thereof) each paying such costs at fifty percent (50%) each.
 - b. Should the Party Wall be injured or destroyed by any act or omission of a party, whether intentional or unintentional, the Party Walls shall be repaired or rebuilt at that party's expense. Any repairing or rebuilding of the Party Wall shall be of the same material or similar material of the same quality as that used in the original Party Wall or part of the party wall, unless otherwise agreed to by the other party.

- c. Should the Party Wall at any time while in use by the parties be injured or destroyed by any cause other than the act or omission of a party, the Party Wall shall be repaired or rebuilt at a cost to be shared equally by both parties. The rights of the parties with respect to a new party wall shall be the same as their right as set forth in this Agreement with respect to the original Party Wall.
- d. If it shall be become necessary or desirable to rebuild the whole or any part of the Party Wall, the expense of rebuilding shall be borne equally by the parties to this Agreement, and their heirs or assigns, as to so much of the Party Wall as may at the time of rebuilding be used in common for party wall purposes. The expense as to any remaining part shall be borne wholly by the party who shall exclusively use that part.
- e. Each party is permitted by the other to enter onto the other party's premises to make necessary excavations or do other work necessary to any repair or restoration as may be performed under this Agreement.
- f. In all construction work, the party doing the work shall have the right to enter onto the property of the other to the extent it may be reasonably necessary in connection with the work. In this connection, the party shall take and observe due precaution and care not to damage the property of the other party.
- g. Whether the Party Wall or any part of it shall be rebuilt, the new party wall or part of the Party Wall shall be erected on the same spot where the Party Wall or part now stands, and shall be of the same size, or the same or similar materials, and of like quality.
- h. Any party who engages in construction or repair work as described in this Agreement shall have the right to enter onto the property of the other to the extent that it may be reasonably necessary in connection with that work. When entering onto the property of the other party, the party shall take and observe due precaution and care to protect the property of the other party.

This instrument contains the entire Agreement between the parties relating to the above-described Party Wall rights and obligations. Any oral representation or modification concerning this instrument shall be of no force or effect.

This Party Wall and Easement Agreement is made effective as of the 12 day of November, 2021.


Justin W. Massar

Kathleen J. Massar

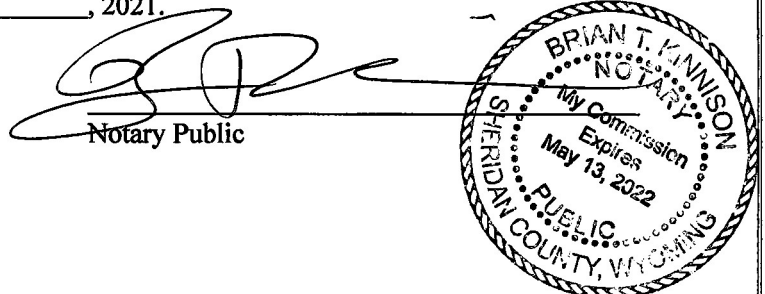

Kaylee A. Nygren,

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing Party Wall Agreement was acknowledged before me by Justin W. Massar and Kathleen J. Massar, this 24 day of November, 2021.

Witness my hand and official seal

My commission expires: 5-13-22





2021-774152 11/15/2021 4:35 PM PAGE: 3 OF 4
FEES: \$21.00 DO EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING)

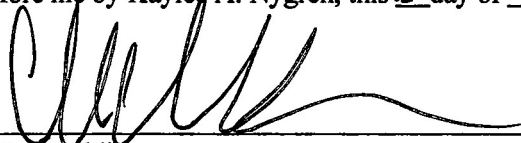
COUNTY OF SHERIDAN _____) SS

The foregoing Party Wall Agreement was acknowledged before me by Kaylee A. Nygren, this 12th day of November, 2021.

Witness my hand and official seal

My commission expires:

3/2/24


Notary Public

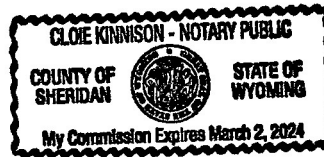


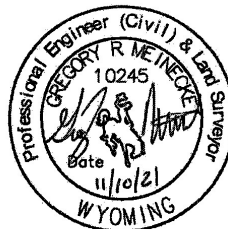
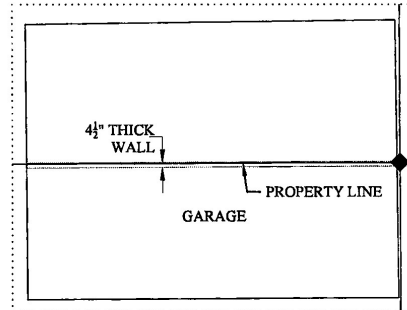
Exhibit 'A'

BROWN, R STANLEY & PATRICIA A C/O MASSAR, JUSTIN W & KATHLEEN J SHERIDAN LAND COMPANY'S ADDITION BLOCK 17 LOT 3 CITY OF SHERIDAN



LEGEND:
 SET NAIL IN CONCRETE (●)
 FOUND REBAR CAP (□)
 CALCULATED POSITION (◇)
 SET MONUMENT (LS10245) (▲)
 RECORD DIMENSIONS (—)
 PROPERTY BOUNDARY (—)
 BUILDING (—)

NOTES:
 1. BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED.



Client:
 Stanley R. & Patricia A. Brown C/O
 Justin W. & Kathleen J. Massar
 935 N Sheridan Ave
 Sheridan, WY 82801

Prepared By:
wood.
 2615 Aviation Dr.
 Sheridan, WY 82801
 (307) 675-6400 www.woodplc.com

SHERIDAN LAND
 COMPANY'S ADDITION
 BLOCK 17 LOT 3
 SHERIDAN COUNTY, WY

Land Agent: —

Project #: —

Drawn: KME

Checked: GRM

Approval: —

Date: 11/10/2021

Sheet: 1 OF 1

Rev: 1

2021-774152 11/15/2021 4:35 PM PAGE: 4 OF 4
 FEES: \$21.00 DO EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2021-774152 EASEMENT
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 WILCOX AGENCY
 SHERIDAN WY 82801