

PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of OCTOBER 2015.

WHEREAS, **Brett W. Reed and Debra K. Reed, Trustees of the Brett W. Reed and Debra K. Reed Family Trust dated March 18, 2008**, are the owners of real property located in Sheridan County, Wyoming, to-wit:

Lot 3, and a 1/6th interest in Tract "A" of Centennial Townhouse Addition. A subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 295.

Commonly known as 1924 Val Vista St, Sheridan, Wyoming; and,

WHEREAS, **Clinton P. Franklin**, is the owner of real property located in Sheridan County, Wyoming, to-wit:

Lot 4, and a 1/6th interest in Tract "A" of Centennial Townhouse Addition. A subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 295.

Commonly known as 1928 Val Vista St, Sheridan, Wyoming; and,

WHEREAS, each of the above owners' parcels have improvements with a common wall on the common boundary between the above described parcels, and,

WHEREAS, it is the desire of the foregoing owners and the intent of this agreement to provide for common maintenance and shared risk of loss of the common wall, which agreement shall run with the land;

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein contained, the parties hereby agree:

The common wall is declared to be a party wall. Each of the owners shall have a non-exclusive easement on that part of the footing, foundation and common wall standing on the lot of the other for lateral support and for structural integrity as are now located within the party wall, which easement does attach to and run with the lands described herein, being both a benefit and a burden as to each parcel.

FURTHER, the provisions hereof shall be binding upon and inure to the benefit and detriment of the administrators, heirs, successors and assigns of the parties hereto.

FURTHER, each owner of the above described parcels, and their successors in interest, shall be equally and mutually responsible, for any expense of improving, maintaining and repairing the party wall.

FURTHER, this agreement shall only be modified or terminated by written instrument recorded in the records of the Sheridan County Clerk and Recorder; and,

THE undersigned hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.



IN WITNESS WHEREOF, the undersigned hereto have executed this Shared Garage Wall Agreement.

The Brett W. Reed and Debra K. Reed Family Trust dated March 18, 2008

Brett W. Reed
 By: Brett W. Reed, Trustee

Debra K. Reed
 By: Debra K. Reed, Trustee

Clinton P. Franklin
 Clinton P. Franklin

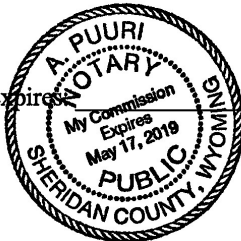
State of Wyoming)
)ss
 County of Sheridan)

The foregoing instrument was acknowledged before me by Brett W. Reed and Debra K. Reed, Trustees of the Brett W. Reed and Debra K. Reed Family Trust dated March 18, 2008, this 10th day of Oct., 2015.

Witness my hand and official seal.

Am
 Signature of Notarial Officer
 Title: Notary Public

My Commission Expires



State of Wyoming)
)ss
 County of Sheridan)

2015 The foregoing instrument was acknowledged before me by Clinton P. Franklin, this 10th day of October, 2015.

Witness my hand and official seal.

C. Warner
 Signature of Notarial Officer
 Title: Notary Public

My Commission Expires: 7/13/16

