

BA/83

ABUTTING WALL AGREEMENT

This agreement made and entered into by Donald Bateman Roberts and Sheri Lee Vincent, hereinafter referred to as the First Parties, and Jerry B. Olson and Vera E. Olson, hereinafter referred to as Second Parties,

WITNESSETH

WHEREAS the First Parties own a motel building which abuts on the south line of Lot 2, Block 49, Sheridan Land Company's addition to the town, now City of Sheridan, Sheridan County, Wyoming, within several inches thereof, and

WHEREAS Second Parties are the owner of Lot 3, Block 49, Sheridan Land Company's addition to the town, now City of Sheridan, Sheridan County, Wyoming, and

WHEREAS Second Parties desire to construct a building on the above mentioned property and want to have said building abutting on the masonry wall of the structure belonging to First Parties on said Lot 2 above mentioned, and

WHEREAS the Parties hereto desire to set down in writing the terms and conditions by which Second Parties' wall may be tied into the First Parties' wall, it is hereby agreed to as follows:

- (1) A flashing reglet may be installed in the masonry wall of the First Parties' property by the contractor in constructing the Second Parties' building. The same may be done by cutting into the masonry mortar joints of the building of the First Parties and installing the required flashing reglet and repainting and caulking and voids resulting from said work to provide that such installations shall be watertight.
- (2) The flashing reglet shall be the responsibility of the Second Parties as to maintenance, repair and replacement thereof to end that the installment shall at all times be watertight.
- (3) It is understood that to the extent that the building of the Second Parties lies upon the land of the First Parties such encroachment shall be considered as permissive and not adverse.
- (4) At any time that the Party of the First Part shall demolish, reconstruct, or remove the wall belonging to the Party of the First Part and abutting on or near to the south line of the above referenced Lot 2, said First Parties shall be relieved of any and all responsibility for any and all reasonably unavoidable damage to the building of the Party of the Second Part and furthermore the Party of the Second Part will upon request remove any portion of its building encroaching upon the lands of the Party of the First Part.

(5) This agreement shall be binding upon and inure to the benefit of the Parties, their heirs, assigns, legal representatives and successors in interest.

Dated this September day of September, 1983.

Terry D Olson
Vera E Olson

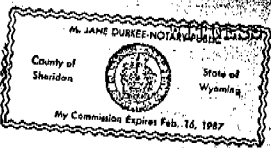
Parties of the Second Part

Donald Bateman Roberts
Sheri Dee Vineyard

Parties of the First Part

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me this 1st day of September, 1983, by Donald Bateman Roberts and Sheri Dee Vineyard.



WITNESS my hand and official seal.

M. Jane Durfee
Notary Public

My commission Expires: 2-16-87

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me this 29th day of August, 1983, by Terry D. Olson and Vera E. Olson.



WITNESS my hand and official seal.

Larry Olson
Notary Public

My Commission Expires:

My Commission expires April 15, 1984