

224241-ACM COMPARED

## PARTY WALL AGREEMENT

ARTICLES OF AGREEMENT, Made and entered into this 4 day of June, 1920, by and between R. J. Greenwood, party of the first part, and Ed. Fox, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is the owner of lot eighteen (18), in block eleven (11) Skiatook, Oklahoma, and has erected a thirteen (13) inch, brick wall with suitable footings and foundation for a one story building, beginning at the property line on the south end of said lot, and running thence along and adjacent to the west line thereof for a distance of eighty (80) feet; and,

WHEREAS, the party of the second part is the owner of lot seventeen (17), in said block upon which he desires to erect a building which will make use of said eighty (80) feet wall above mentioned and desires to extend his building and said wall sixty (60) feet further North to the north to the north end of said lots; and,

WHEREAS, said eighty (80) foot wall above mentioned as now built is and the said sixty (60) feet continuation thereof will be wholly upon lot eighteen (18); and,

WHEREAS, the party of the first part, desires to extend his building north to the alley and make use of the extension of the aforesaid wall to be built by party of the second part as aforesaid;

NOW, THEREFORE, For and in consideration of the premises and of the mutual covenants and agreements herein contained, the said party of the first part does hereby grant the party of the second part the right to use the said eighty (80) foot wall now built along the west line of said lot eighteen (18), and to extend said wall to the north end of said lot eighteen (18) parallelling and adjoining the west line of said lot and resting wholly thereon.

The party of the second part agrees to extend said wall as aforesaid and does hereby grant the party of the first part the right to the use of said extension.

The party of the second part further agrees to pay the party of the first part the sum of \$125.30 as his share of the difference in the cost of the original wall and the extension thereof as aforesaid, and the party of the first part hereby acknowledges the receipt of said sum.

It is further understood and agreed that either party extend said wall or any part thereof, in height, but that in case said wall is raised to a greater height the chimney, or chimneys previously built in such wall, if any, will be carried up to a proper height, and any injury caused by such extension shall be made good at the expense of the party making the extension, and when any such extension shall be used by the other party, he shall then pay one-half of their value of the extension used.

It is further understood and agreed that either party, in case of damage, may repair or in case of destruction, may rebuild, said wall, and any addition thereto, carrying up flues and the like, and to leave the other party as near as may be in as good condition as before, using good materials and workmanship, and conforming to the building law; in case of repairs, one-half of the cost of such repairs shall be paid to the party making the same by the owner of the ether parcel upon demand, and in case of destruction and rebuilding, one-half of the value of any such rebuilt wall, when used, shall be paid for by the other party like the original structure.

Said parties mutually covenant for themselves and their respective heirs and assigns, each to and with the other, to observe the above agreement and that the covenants herein contained shall run with the land, but no owner is to be responsible except for his acts or defaults while owner.

In witness whereof, the said parties have hereunto set their hand the day and year first above written.

R. J. Greenwood  
Ed. Fox