

COMPARED  
AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, Made on this 27th day of April 1910, by and between George W. Groves, of the city of Tulsa, Oklahoma, party of the first part; and Peter Hrisikos, of Tulsa, Oklahoma, party of the second part; and

WHEREAS, the parties of the first and second parts are owners of abutting property in Lots 1 and 7 in Block 40 in the city of Tulsa, Oklahoma, separated by a line parallel with and 71 feet from the Northerly line of lots 1 and 7 on which lots or parcels of land which so abut on each other for a depth of 100 feet, the parties hereto contemplate erecting brick buildings; and,

WHEREAS, it has been agreed between the parties that the said party of the first part in erecting his building may erect the Southerly wall thereof for a depth of 100 feet from the easterly line of said lot 1 and on such dividing line between said lots so that the same will rest equally upon the property of the parties of the first and second part; and that the walls so erected shall be a party wall, upon the terms and conditions and considerations herein-after mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH, That the party of the second part, in consideration of the sum of \$1.00 and other valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant unto the said party of the first part the right to erect the Southerly wall of his said building along the dividing line herein before mentioned, upon such foundations and footings, of such depth and thickness as the party of the first part may deem necessary, such footings to rest equally upon the property of the parties hereto. Said wall to be erected on said footings to be of a width of 13 inches, 6-1/2 inches of such width on the property of the party of the second part and 6-1/2 inches thereof upon the property of the party of the first part; said wall to be of a height of two stories with fire wall and of such thickness above the ceiling of the first floor as the architect of the party of the first part may determine.

Party of the second part agrees to pay to the party of the first part at such time as he may use such wall or sooner at his option, the full one-half part of the cost of construction of the said wall and the footings thereunder.

It is expressly agreed and promised by the party of the second part that in event he does not use the said wall or pay to the party of the first part the said one half of the cost of its construction within the period of 5 years from this date, that party of the second part shall pay to the party of the first part a sum equal to 8 per cent of the cost of said one half of said wall and footings for each 12 months of delay after the expiration of said year from this date;

It is agreed between the parties hereto that the cost of said wall shall be ascertained at once upon its completion, either by agreement of the parties hereto or in the event the said parties of the first and second part cannot agree, the same shall be and is hereby left to the decision of three disinterested persons having knowledge in such matters, one to be selected by each of the parties hereto, they to select a third, whose decision or the decision of the majority of whom shall be final and binding on the parties; one-half of such amount shall be required of the party of the second part under the terms of this contract;

It is agreed that the said wall shall be maintained in good condition by the parties hereto at their equal expense; and it shall not be so used by either party as to injure it to any greater extent than is occasioned by proper and reasonable use;

The party of the first part agrees to erect the said wall as herein before mentioned