

COMPARED

PARTY WALL AGREEMENT.

THIS AGREEMENT, made and entered into on this 22 day of April 1910, between C.H. Cleveland & G. M. Janeway of the City of Skiatook, parties of the first part, and Clarence G. Eaton, of the city of Tulsa, party of the second part.

WITNESSETH: That whereas C. H. Cleveland & G.M. Janeway, parties of the first part owns lot number 9 in block number 12, in the incorporated town of Skiatook, according to the recorded plat thereof and Clarence G. Eaton, party of the second part owns Lot 8 in block 12 in the incorporated town of Skiatook, according to the recorded plat thereof.

Whereas, said parties are desirous that a partnership wall should be erected on the boundary line between said lots.

Now, Therefore, said parties herewith mutually agree as follows:

That party of the first part shall erect and construct a party wall upon the boundary line, with such footings as he may deem proper width, one half of said wall to be on each side of said boundary line, and as deep as party of first part may see fit to make, it, and as the footings reach the floor line, to maintain a thickness of not less than thirteen (13) inches. Such footings to be made of a crushed rock and cement and sand composition in usual proportions, and the wall, from the floor line, upwards to be made of brick, laid in good mortar, and in conformity with the building laws and ordinances now in force in the State of Oklahoma, or of the incorporated town of Skiatook, Oklahoma.

Party of the first part to keep such wall so erected, in repair until used by party of the second part, his successors, heirs, administrators or assigns, after which said wall shall be kept in repair at the joint expense of the owners of either lots mentioned.

Be it further agreed, that whenever party of the second part, his successors, heirs administrators or assigns, shall use said wall they shall pay the said party of the first part, his successors, administrators or assigns, at the time of such use, one half of the value of said wall, as evidenced by actual expense for material, time and labor, according to the estimate in dollars and cents, as per bills paid, and vouchers produced as evidence of actual outlay in construction of same, or so much of such wall party of the second part, his successors, administrators heirs or assigns may see fit to use. Including in the word "Wall" the brick, concrete foundation, or any other sub-structures, together with the coping and finishings of frontage.

The parties ~~of~~ hereto further agree, that either party may build said wall higher or deeper, taking good care that the other party be not damaged or injured, and doing the work wholly from his side of of the wall unless the other side be vacant, and doing all that may be necessary, such as carrying up flues, copings etc., and to leave the other owner, as near as may be, in as good condition as before such work was begun; and to use good material, workmanship and finishings in harmony with work and finishings already completed, and in compliance with the ten existing laws and ordinances. One Half of such addition, when used, shall be paid for like the original structure. Nothing herein contained shall entitle either party to overlap the other party, exceeding original thickness of wall, without the consent of the ~~then~~ owner of such lot.

The said parties hereto, each agree, for himself, his heirs, administrators assigns or successors, each to and with the other, his heirs administrators, assigns or successors to strictly observe the foregoing agreements and that the covenants c herein contained shall become records pertaining to said lots.