

COMPARED

PARTY WALL CONTRACT.

This agreement made and entered into on this the 11th day of January 1910, by and between E.B. Long, Wm. McMurry, J.E. Powell, and J.W. Bell parties of the first part, and C.A. Owen party of the second part.

Witnesseth: That said first parties are the owners of the north fifty feet of lots two and three Block Sixty, Tulsa Oklahoma, and that said second party is the owner of the south twenty five of the north seventy five feet of lots two and three Block sixty, Tulsa, Oklahoma, and that the two properties herein described adjoin each other: therefore, it is herein agreed and set forth that the parties to this agreement erect a party wall as hereinafter described, upon the lot line between the two properties described above.

The said first parties hereby agreed to erect a brick wall upon the said lot line as follows: Beginning at the point of intersection of said lot line and the west line of Main Street and running along said lot line in a westerly direction a distance of thirty feet, the footings shall be sufficient to carry a wall three stories high and said first parties agree to erect said wall seventeen inches one story high and thirteen inches above to a sufficient height for a two story building, and with whatever additional height as may be necessary for fire protection above. Said first parties agree to erect from the westerly end of the said seventeen inch wall, a brick wall thirteen inches along said lot line a distance of One Hundred and ten feet to the point of intersection of the alley line, and said one hundred and ten feet to be sufficiently high for a one story building, and the entire wall which is to be One hundred and forty feet in length shall be erected so that one half of the thickness of said wall shall rest upon the land of each party hereto. When said wall is completed in a skillful and substantial manner and said first parties have closed in building which they are proposing to erect on their own ground then the architects and contractors who erect said wall shall certify the total cost of said wall including excavating footing and brick and stone work, to each of the parties hereto and said second party shall pay to the said parties of the first part one half of the cost of said wall so certified.

It is further agreed between the parties hereto, that said first parties shall set back the wall of the second story of their building at least two and one half feet from the lot line, making a light court two and one half feet wide and one hundred and ten feet long on the rear of said building; and in case the said second party erects a building on his adjoining land the same regulations must be complied with regarding the said light court.

It is further understood and agreed by and between the above mentioned parties, that all agreements and stipulations heretofore mentioned shall be binding as to themselves, their heirs, successors, and assigns, forever.

This agreement made and signed in duplicate.

Witness our hands this the 11 day of January 1910.

E.B. Long

Wm. McMurry

J.E. Powell

J.W. Bell

Parties of the first part.

C.A. Owen,

Party of the second part.