

act of said Lodge and as their free and voluntary act for the uses and purposes therein set forth.

And I do hereby further certify that Henry A. Coffeen, whose name is subscribed to the foregoing agreement and to me personally known to be the person he represents himself to be, appeared before me this day in person and to me acknowledged that he signed, executed and delivered the foregoing agreement as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 13 day of Oct. A.D. 1902.

S E A L

J.D. Thorn

Notary Public

My Commission expires December 29, 1902.

#### PARTY WALL AGREEMENT

J.O. JACKSON

Party of the First Part

And

Benjamin F. Perkins

Party of The Second Part

Filed at 9 A.M.

Oct. 27, 1922

No. 80854

#### PARTY WALL AGREEMENT

THIS AGREEMENT in writing, made and entered into at Sheridan, Wyoming, on the 21st day of October, A.D. 1922, by and between J.O. Jackson, party of the first part, and Benjamin F. Perkins, party of the second part, witnesseth that:

WHEREAS, the party of the first part is the owner of Lot 13, of Block 9, of the Original Town, now City, of Sheridan, Wyoming, together with all improvements thereon, upon which is located a

certain two story brick building, the North wall of which is an sixteen inch brick wall located entirely on said Lot 13, but being flush with the North line of said Lot, which divides said Lot 13 from Lot 12 in said block immediately North thereof, and which wall extends a distance of One Hundred and Twenty (120) <sup>feet</sup> from the front of said Lot towards the rear thereof, leaving a distance of Five (5) feet in the rear of said building upon said Lot 13, upon which no building has been erected, and,

WHEREAS, the party of the second part is the owner of Lot 12, on said Block 9, of the original Town, now City of Sheridan, Wyoming, which adjoins Lot 13 above mentioned, and is immediately north thereof, and the said party of the second part is about to construct a building on said Lot 12, and desires to construct a twelve-inch wall, five feet in length upon the North one foot, at the rear of said Lot 13, and desires to make certain uses of the north wall of the party of the first part on said Lot 13.

IT IS THEREFORE COVENANTED AND AGREED by and between the parties hereto that for a consideration of Five Hundred (\$500.00) Dollars in hand paid by the party of the second part to the party of the first part agrees that the said party of the second part may put into said wall for the purpose of placing therein waste and vent pipes, and to anchor into said wall with steel angles, for the construction of brick piers for the support of the buildings to be constructed by the party of the party of the second part, all to be done in accordance with the plans and specifications therefor drawn by architects Randall and Jordan of the City of Sheridan, Wyoming, and said piers to be built in and anchored to said wall, but said wall shall not be cut in for a distance of more than eight (8) inches, and said brick piers to be set into said wall four inches. The said wall of the said party of the first part

shall bear no part of the weight or support of the building of the party of the second part. Said party of the first part further accords to the party of the second part the right to plaster the North side of said wall and build flush thereto in the construction of said building according to the plans and specifications therefor. Said building of the party of the second part to be a two story structure for a distance of Fifty-Three (53) feet from the front of said Lot 12, and a height of Thirty Two (32) feet for said distance, and the balance of said building a one story building of about twenty (20) feet in height. Said party of the first part grants to the party of the second part a perpetual right for the construction of a twelve inch wall, five feet in length upon the North one foot of the west five feet of said Lot 13 in Block 9, of the Original Town, now City, of Sheridan, Wyoming, such wall to be such height as the needs of the party of the second part shall require, and in consideration thereof the party of the second part grants to the party of the first part the right to use said wall at any time, as a party wall.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that by this agreement, the party of the second part acquires no title to any portion of said Lot 13 of Block 9 of the Original Town, now City, of Sheridan, Wyoming, owned by the party of the first part.

THIS AGREEMENT shall be binding upon the heirs, executors, administrators, grantees and assigns of each of the parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands the day and date first above written.

Witnessed By

A. J. Ham

J.C. Jackson

Party of the First Part

Benjamin F. Perkins

Party of the Second Part

State of Wyoming )  
County of Sheridan ) ss

I, A.J. Ham, a Notary Public in and for Sheridan County, , Wyoming, do hereby certify that J.C. Jackson and Benjamin F. Perkins, each personally known to me to be the same and identical persons who signed and executed the above and foregoing party-wall agreement, appeared before me this day in person and acknowledged that they signed and executed the above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal this 21st day of October, A.D. 1922.

S E A L

A.J. Ham

Notary Public

My Commission expires May 27th 1926