

This agreement made this 13th, day of July A.D. 1923 between P.O. Silvagni and Concetta Silvagni, husband and wife, both of Price, Carbon County, State of Utah, the Parties of the first part and Peter Georgides and Merope Georgides husband and wife, George Georgides and Irene Georgides, husband and wife, and Angelo Georgides and Effie Georgides, husband and wife, all of Price, Carbon County, State of Utah, the parties of the Second part; witnesseth:-

Whereas, the parties of the first part are the owners of the following described property in Price, Carbon County, State of Utah, to-wit:-

Beginning at the Northwest corner of Lot 3 Block 27 Price Townsite Survey and running thence South $94\frac{1}{2}$ feet thence East 80 feet; thence North $94\frac{1}{2}$ feet; thence West 80 feet to the place of beginning; also the following described property to-wit:-

Beginning at a point $94\frac{1}{2}$ feet South and 72 feet East of the Northwest corner of Lot 3 Block 27 Price Townsite Survey; running thence East 8 feet; thence South 5 feet; thence East 6 feet; thence South 15 feet; thence West 14 feet; thence North 20 feet to the place of beginning; and,

Whereas the parties of the second part are the owners of the following described property in Price, Carbon County, Utah:-

Beginning at a point 80 feet East of the Northwest corner of Lot 3 Block 27 Price Townsite Survey, running thence East 46 feet; thence South $114\frac{1}{2}$ feet; thence West 40 feet; thence North 15 feet; thence West 6 feet; thence North $99\frac{1}{2}$ feet to the place of beginning.

The property of the parties of the second part adjoins the property of the parties of the first part on the East, and,

Whereas the parties of the first part have a building erected upon the property hereinabove first described, and the parties of the second part are about to erect a building on their property last above described, and the said parties deem it to their mutual advantage that the East Wall of the Building of the parties of the first part on the property hereinabove first described shall be a party wall, and that the new wall that is to be erected by the parties of the second part on the West side of their ground above described, and commencing where the wall of the parties of the first part ends, also shall be a party wall said wall to be for the mutual benefit and joint benefit of the parties hereto; It being understood by the parties hereto that the parties of the second part are to be permitted to extend the wall for their new building five feet South of the south end of the present wall of the parties of the first part, and on the property of parties of the first part, said wall also to be a party wall.

Now therefore, in consideration of the premises, and in consideration of the sum of \$1550.00 this day paid by the parties of the second part to the parties of the first part, it is hereby covenanted and agreed by the parties hereto for themselves their respective heirs, executors, administrators and assigns, as follows, to-wit:-

The parties of the first part do hereby and by these presents sell, assign, transfer and

The parties of the second part do hereby and by these presents and for the consideration hereinabove mentioned and in consideration of the premises, sell, assign, transfer and set over to the parties of the first part an undivided one half interest in and to the wall that is to be built and erected and that is now in course of erection by the parties of the second part along the west side of said property of the parties of the second part hereinabove mentioned, whatever the extent of the said wall is that is being built by the parties of the second part. The said wall to be built at the sole cost and expense of the said parties of the second part.

It is further mutually covenanted and agreed by the parties hereto, for themselves and their respective heirs, executors, administrators and assigns, that the parties of the second part are to be permitted to use the following parcel of ground, to-wit: Beginning at a point $94\frac{1}{2}$ feet South 80 feet East and five feet South of the Northwest corner of Lot 3 Block 27 Price Townsite Survey, and running thence East 6 feet; thence South 15 feet; thence West 6 feet; thence North 15 feet to the, point of beginning, for the purpose of ingress and egress to and from the building that is being erected by the parties of the second part on their property herein above described, and through the southwest door of said building, in case of fire only, said permission to use said parcel of ground to be for no other use or purpose whatsoever, than in case of fire as herein mentioned.

It is further mutually covenanted and agreed by the parties hereto, for themselves, and their respective heirs, executors administrators and assigns, that should said party walls at any time while in use by both parties as aforesaid be injured by other cause than the act of negligence of either party, the same shall be repaired or rebuilt at their joint expense; provided that any sum received from insurance against such injury or destruction shall be first applied to such restoration.

It is further covenanted and agreed by said parties hereto, for themselves, their heirs, executors, administrators and assigns that whenever the parties of the first part or the parties of the second part their and each of their respective heirs, executors, administrators or assigns, shall desire to build onto the said respective party walls herein mentioned, that they and their respective heirs, executors, administrators and assigns, shall be at liberty to do so but they shall do so at their sole cost and expense, but should at any time the other party, his heirs, executors, administrators, and assigns, desire to use the said wall so built as herein mentioned, then he, his heirs, executors, administrators, and assigns, shall be at liberty to do so upon paying to the party that built the wall the sum of Sixteen (\$16.00) Dollars per 1000 brick of wall that he desired to use, and upon such payment being made to said party, his heirs, executors, administrators, or, assigns said party shall have the right to use said wall jointly with the other party.

It is further mutually agreed and understood by the parties hereto.

shall not have the effect to convey to either party the fee to any part of the land owned by the other. That each party is the owner of an undivided one half interest in the party walls herein mentioned being the sole purpose hereof.

Witness the hands of the parties above named hereunto set the day and year first hereinabove written.

Signed in Presence of:

Henry Ruggeri

P.O. Silvagni
Concetta Silvagni
Parties of the first part.
Peter Georgides
Merope Georgides
George Georgides
Irene Georgides
Angelo Georgides
Effie Georgides
Parties of the Second part.

State of Utah

County of Carbon ss.

On this 13th. day of July A.D. 1923, personally appeared before me P.O. Silvagni and Concetta Silvagni, husband and wife, Peter Georgides and Merope Georgides, husband and wife, George Georgides and Irene Georgides, husband and wife, and Angelo Georgides and Effie Georgides, husband and wife, the signers of the above and foregoing agreement who duly acknowledged to me that they executed the same.

Henry Ruggeri
Notary Public
Price, Utah.

(seal)

My commission expires

August 11, 1924.

Recorded July 23, 1923 at 11:30 a.m.

Jessie F. Sanford, Recorder.

By Jessie Bench Deputy Recorder.