

beginning.

4. A part of the Southwest quarter of Section 30, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey: Beginning at a point 24.75 chains East and 11.52 chains South from the Northwest corner of said quarter section, and running thence East 7.50 chains, thence South 28.15 chains, more or less to the South line of said quarter section, thence West along said South line of said quarter section to a point South of the place of beginning, thence North to the place of beginning.

Together with all water, water rights, and ditch interests commonly used upon, or appertaining to the above described tracts, or any part thereof, such water right consisting now, chiefly, of four shares of the capital stock of the Little Missouri Irrigation Company, a corporation (being eight hours use of the water of the "Little Missouri" stream) and four shares of the capital stock of the Alder Creek Irrigation Company, a corporation, being four hours use of the water of the stream known as the Alder Creek, which shares of stock stand in the name of C. A. Hickenlooper.

THE CONTINENTAL NATIONAL BANK OF  
SALT LAKE CITY, Plaintiff,

By C. R. Hollingsworth,

Its Attorney.

D A T E D: Ogden, Utah, January 20th, 1913.

F I L E D for record and recorded January 20, A.D. 1913, at 5 o'clock P.M.

*Thomas E. McKay, County Recorder  
By Lewis B. Brown, Deputy.*

*E. McKay*

PARTY WALL AGREEMENT.

THIS AGREEMENT, made this 26th day of August A.D. 1911, between Charles Deru and Ida Deru, his wife of the one part and William Fisher, a single man of the other part WITNESSETH:

That Whereas, the said Charles Deru is seized or possessed of a certain lot or parcel of land situated in Ogden City, Weber County, State of Utah, and described as: A part of Lot 6, Block 19, Plat A, of Ogden City Survey:

AND WHEREAS, the said William Fisher is seized or possessed of a certain lot or parcel of land, being a part of the aforesaid Lot 6, Block 19, Plat A, of Ogden City Survey, adjoining and contiguous to the said aforementioned parcel of land of him the said Charles Deru, the dividing line between the said several tracts of land having heretofore been mutually agreed upon and to be henceforth determined by the wall hereinafter described. AND WHEREAS the said Charles Deru is about to erect on his own lot aforesaid, a brick tenement or building,

NOW THEREFORE this indenture witnesseth, that the said parties hereto, do hereby mutually covenant, promise, grant and agree one with the other, their heirs and assigns, that the East wall of the aforementioned building shall be erected upon the following terms and conditions:-

F I R S T: that said Wall and concrete base shall extend at a depth of 90 feet South from 25th Street, Ogden City;

S E C O N D: that the concrete base or foundation shall be constructed upon the dividing line of the lands of the parties hereto, and shall extend over, and upon their respective lots as follows, 10 inches of the land of the said Charles Deru and 12 inches

THIRD: that the wall for the first story of said building shall be 14 feet in height and 16 inches in thickness and that the center line of said wall shall be over and above the dividing line of the lands of the parties hereto, and that all expense for material and labor in constructing said wall shall be paid upon completion of same by the parties hereto in equal proportion.

FOURTH: That the wall for the second story of said building shall be 18 inches in thickness, and that the center of the wall of said second story shall be a continuation upwards of the center of the first story, and that all expense for material and labor in constructing the same shall be paid by the said Charles Deru, and that the said William Fisher, his heirs and assigns shall and may at all times hereafter have the full and free liberty and privilege to the use of said wall, and along the whole length thereof, for any building which he or they, or any of them may desire or have occasion to erect on the said land possessed by the said William Fisher: Provided always, nevertheless and on this express condition, that the said William Fisher, his heirs and assigns, before proceeding to join any other building to the said wall, and before making any use thereof, shall pay or secure to be paid to the said Charles Deru, his heirs or assigns, the full moiety or one half of the value of the said wall, to be determined by duplicate receipts for all materials and expense of constructing said wall upon its completion.

FIFTH: It is hereby mutually agreed, that the center line of said wall shall henceforth constitute, define and be the dividing line of the lands owned and possessed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands, the day and year first above written. (In duplicate)

Charles Deru  
 Ida Deru  
 William Fisher

STATE OF UTAH )  
 ) ss  
 Weber County )

On the 26th day of August A.D. 1911, personally appeared before me Charles Deru and Ida Deru, husband and wife, and William Fisher, an unmarried man, the signers of the above instrument, who duly acknowledged to me that they executed the same.  
 My commission expires July 20, 1913.

.....  
 Florian B. Devoto, Notary Public.  
 Seal. Weber County, Utah  
 .....

Flo B. Devoto, Notary Public.

**F I L E D** for record and recorded January 21, A.D. 1913, at 1:50 o'clock P.M.

*Thomas E. McKay, County Recorder*  
*By Annis B. Brown, Deputy.*

*B.M.K.*