

And that the said parties of the second part herein have succeeded to all the right, title and interest of the said C. K. Southworth and the said D. H. Southworth in and to the property hereof and as now the owners thereof together with the brick building heretofore referred to in paragraphs one (1) and two (2) of the recited lease.

1. That whereas the said parties of the first part are the owners of a certain brick building on sixth (6) N. Street, situated in Pecos City, Utah County, State of Utah on the following described property to-wit: commencing at a point ninety nine (99) feet west of the southeast corner of Lot one (1) Block sixty eight (68) East of Pecos City Survey of Building Lots running thence north six (6) feet thence west forty one (41) feet more or less, thence south six (6) feet thence east forty one (41) feet, and on to the place of beginning.

2. And that whereas once C. K. Southworth and once D. H. Southworth were on the fourth (4) day of July 1873, the owners in fee of the land and premises immediately adjoining and on the east side of the said premises and brick building of the said Martin A. Stanfield described in paragraph one of the recitation of this indenture, said land of said southworth more particularly described as follows: to-wit: commencing at a point ninety nine (99) feet west of the southeast corner of Lot one, Block sixty eight (68) East of Pecos City Survey of Building Lots running thence north one hundred (100) feet, thence east seventy four (74) feet, thence south one hundred (100) feet, thence west seventy four (74) feet to the place of beginning in said city of Pecos, County of Utah, State of Utah.

3. And that whereas the said C. K. Southworth and the said D. H. Southworth had prior to the said fourth (4) day of July 1873 erected upon the premises last described, a two story brick building adjoining the east line of the aforesaid premises of the said Martin A. Stanfield and have prior to the said date last aforesaid erected the east wall of here brick building situated on said premises as above described for the west wall of the Southworth Building under agreement to a certain contract dated the twelfth (12) day of August 1872, which contract is recorded in book twenty three (23) at page one hundred eighty two (182) of deed records of Utah County, State of Utah, and pursuant to a certain deed dated the fourth (4) day of July 1873, which deed is recorded in Book twenty three (23), page twenty three (23) of the deed records of Utah County, Utah.

Edw. H. James Recorder

Date of 21st day of June 1873

4. And that whereas the said parties of the second part herein have succeeded to all the right, title and interest of the said C. K. Southworth and the said D. H. Southworth in and to the property hereof as described in paragraph two (2) of the recited lease and as now the owners thereof together with the brick building heretofore referred to in paragraphs one (1) and two (2) of the recited lease.

5. And that whereas the present owners of the aforesaid described brick building and the buildings situated thereon parties of the first part and parties of the second part, were in doubt concerning the legal effect and construction of the said contract dated the twelfth (12) day of August 1872 and the said deed dated the fourth (4) day of July 1873, and their respective rights, duties and liabilities thereon and desire that said doubt should be settled by this agreement made between them this 1st day of June 1873, defining said rights, duties and liabilities. Now therefore it is understood and agreed by and between the said parties of the first part and parties of the second part that this indenture shall be substituted in the place and stead of the aforesaid contract dated the twelfth (12) day of August 1872 and in the place and stead of the aforesaid deed dated the fourth (4) day of July 1873, and that from the date of this indenture the rights, duties and liabilities of the parties hereto and of all persons claiming under them in the said wall and stairway heretofore described shall be determined from the terms and conditions of this indenture and not otherwise, and that hereof no notice of the parties hereto nor any person claiming under them shall be necessary and interest in said wall or stairway except that which is herein written and defined.

6. That the said Martin A. Stanfield and the said John G. Stanfield, executors and administrators of the said John G. Stanfield, deceased, for the consideration herein after mentioned, do for themselves, their heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the parties of the second part hereto, their heirs and assigns that they said parties of the second part shall and may use and occupy and enjoy the east wall of the building of the said Martin A. Stanfield as a party wall; but for that purpose only, and further that should the said wall hereof be made a party wall at any future time or times destroyed, either by fire, accident or otherwise causes whatever so as to require it to be either repaired or rebuilt in whole or

And that the said parties of the second part herein have succeeded to all the right, title and interest of the said C. K. Southworth and the said D. H. Southworth in and to the property hereinafter described in paragraph two (2) of the recited lease and as now the owners thereof together with the brick building hereinafter referred to in paragraphs three (3) of the recited lease.

1. That whereas the said parties of the first part are the owners of a certain brick building on sixth (6) N. Street, situated in Pecos City, Utah County, State of Utah on the following described property to-wit: commencing at a point ninety nine (99) feet west of the southeast corner of Lot one (1) Block sixty eight (68) East of Pecos City Survey of Building Lots running thence north six (6) feet thence west forty one (41) feet more or less, thence south six (6) feet thence east forty one (41) feet, and so on to the place of beginning.

2. And that whereas once C. K. Southworth and once D. H. Southworth were on the fourth (4) day of July 1878, the owners in fee of the land and premises immediately adjoining and on the east side of the said premises and brick building of the said Martin A. Stanfield described in paragraph one of the recitation of this indenture, said land of said southworth more particularly described as follows: to-wit: commencing at a point ninety nine (99) feet west of the southeast corner of Lot one, Block sixty eight (68) East of Pecos City Survey of Building Lots running thence north one hundred (100) feet, thence east seventy four (74) feet, thence south one hundred (100) feet, thence west seventy four (74) feet to the place of beginning in said city of Pecos, County of Utah, State of Utah.

3. And that whereas the said C. K. Southworth and the said D. H. Southworth had prior to the sixth month fourth (4) day of July 1878 erected upon the premises last described, a two story brick building adjoining the east line of the aforesaid premises of the said Martin A. Stanfield and have prior to the said date last aforesaid erected the east wall of here brick building situated on said premises as above described for the west wall of the Southworth Building under agreement to a certain contract dated the twelfth (12) day of August 1872, which contract is recorded in book twenty three (23) at page one hundred eighty two (182) of deed records of Utah County, State of Utah, and pursuant to a certain deed dated the fourth (4) day of July 1878, which deed is recorded in Book twenty three (23), page twenty three (23) of the deed records of Utah County, Utah.

Edw. H. James Recorder

Date of 21st day of June 1878

4. And that whereas the said parties of the second part herein have succeeded to all the right, title and interest of the said C. K. Southworth and the said D. H. Southworth in and to the property hereinafter described in paragraph two (2) of the recited lease and as now the owners thereof together with the brick building hereinafter referred to in paragraphs three (3) of the recited lease.

5. And that whereas the present owners of the aforesaid described brick building and the buildings situated thereon parties of the first part and parties of the second part, were in doubt concerning the legal effect and construction of the said contract dated the twelfth (12) day of August 1872 and the said deed dated the fourth (4) day of July 1878, and their respective rights, duties and liabilities thereon and desire that said doubt should be settled by this agreement made between them this 1st day of June 1878, defining said rights, duties and liabilities. Now therefore it is understood and agreed by and between the said parties of the first part and parties of the second part that this indenture shall be substituted in the place and stead of the aforesaid contract dated the twelfth (12) day of August 1872 and in the place and stead of the aforesaid deed dated the fourth (4) day of July 1878, and that from the date of this indenture the rights, duties and liabilities of the parties hereto and of all persons claiming under them in the said wall and stairway hereinafter described shall be determined from the terms and conditions of this indenture and not otherwise, and that hereof no notice of the parties hereto nor any person claiming under them shall be necessary and interest in said wall or stairway except that which is herein mentioned and defined.

6. That the said Martin A. Stanfield and the said John C. Stanfield, executors and administrators of the said John C. Stanfield, do hereby give and warrant to the said parties of the second part hereto, their heirs and assigns that they said parties of the second part shall and may use and occupy and enjoy the east wall of the building of the said Martin A. Stanfield as a party wall; but for that purpose only, and further that should the said wall hereinafter made as party wall be at any future time or times destroyed, either by fire, accident or otherwise causes whatever so as to require it to be either repaired or rebuilt in whole or

in part, time in every such case the said Martha A. Blumfield and the said parties of the second part heret, by these presents for themselves respectively and for their respective heirs and assigns forever, mutual covenant and accord and with each other that such reparations and rebuilding as the case may be, shall be at the mutual joint and expense of the parties heret the said Martha A. Blumfield, her heirs and assigns to bear over half of the expenses thereof and the parties of the second part her respective heirs and assigns to bear the other one half thereof. And in every case of reparations or rebuilding of such wall either party heret may require the other party heret to unite in the same and contribute to the expense thereof according to the terms of this agreement and in the event of the refusal of either party, then the other party may cause such reparations or rebuilding to be made and done and charge the party refusing with his proper proportion of the expenses cost and charges of such reparations or rebuilding, such repairs to restore the said wall to the state and condition in which it survives in all respects as nearly as may be, but in the event of the rebuilding of the said wall, it shall be rebuilt upon the same foundation which it now stands and be of the same size and materials as far as they may go, and as to the difference with others of the same quality and goodness of the present wall, it being in like manner understood and agreed by and between the parties heret that this agreement shall be perpetual and run with the land and be obligatory on the heirs and assigns of the said parties heret forever and in all cases and upon all occasions this indenture shall be construed as a covenant running with the land, but that it shall not have the effect or operation of conveying to the parties of the second part, their heirs and assigns, the fee simple of the one moiety or any other part of the ground or tenements which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

For consideration of the use and benefit of the said wall belonging to the said Martha A. Blumfield upon the terms and conditions herein set forth, the said parties of the second part doth for themselves their heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said Martha A. Blumfield, her heirs, executors, administrators and assigns forever, that the said parties of the second part heret shall erect, maintain, in that wall brick building adjoining the premises of the said Martha

A. Blumfield as aforesaid a stair way along the said party wall being on the west side of the building of the said parties of the second part heret and commencing at the sidewalk on Center Street and ascending fourteen (14) feet and three (3) inches to the second floor of the said building belonging to the said parties of the second part and the said stair way being four (4) feet wide with a vestibule on the first floor, four (4) feet wide by six (6) feet in length and a vestibule or landing on the second floor four (4) feet wide by five (5) feet in length and the said Martha A. Blumfield, her heirs, executors, administrators and assigns, her tenants, if their heirs, tenants, shall and may have, freely and lawfully, without any inhibition or hindrance of or from said parties of the second part heret, their heirs and assigns, the perpetual use of the said stairway and vestibules and landings ringing to and from of coming in and out of the said brick building belonging to the said Martha A. Blumfield and the further use of the said stairway and its landings and vestibules to have hanging signs, posting cards and public notices when ever desired. The intention herein being to grant to the said Martha A. Blumfield all the rights of egress and ingress in and by up and down the said stairway which the said parties of the second part heret may and could enjoy and the said Martha A. Blumfield is hereby giving the right and authority to cut through the said party wall as aforesaid, so as to connect the second story of her building with the hall and stairway and landings of the said parties of the second part. And it is further covenanted and agreed and the said parties of the second part doth for themselves, their heirs, executors, administrators and assigns, give and grant to the said Martha A. Blumfield, her heirs, executors, administrators and assigns, the right to use the said wall and stair ways and to cut through the party wall into the same to any height to which the said building of the said parties of the second part heret may be erected or built, and in case the said parties of the second part heret should carry their building to the height of three (3) stories then the stair way of the third (3^d) story of the said building shall be carried up and maintained on the west side of the said building on a line with the stairway leading to the second story thereof, and further that should the said stairway heret made a party stair way become at any future time destroyed, either by decay lapse of time, fire or other causes whatsoever, so as to require it to be rebuilt or repaired in whole or in part, then in every such case the

said parties of the second part hereto by these presents for themselves their heirs and assigns forever covenant and agree with the said Martha G. Stanfield her heirs and assigns forever that such reparations or rebuilding shall be at the sole expense of the said parties of the second part hereto, their respective heirs and assigns forever, and in case that such reparations or rebuilding should become necessary or proper to maintain said stairway in a reasonable condition for the collective and convenient use of passage of foot passengers, and the said parties of the second part hereto, their heirs or assigns, fail or refuse to make such reparations or rebuilding or in the event that said parties of the second part hereto, their heirs or assigns should fail to erect or maintain said stairway or any part thereof, within a reasonable time after the said stairway shall become out of repair or shall be destroyed by fire or otherwise then in such case the said Martha G. Stanfield her heirs or assigns may cause such reparations or rebuilding of such stairway to be done and charge the same to the said parties of the second part hereto, such costs and expenses and charges thereof to be and become a charge and lien upon the building and lands of the said parties of the second part hereto and in the event of the failure of the said parties of the second part hereto or their heirs or assigns to erect or maintain the said stairway, then the said Martha G. Stanfield her heirs or assigns may elect to declare this agreement null of void and may upon notice in writing given to the said parties of the second part hereto, their heirs or assigns, remove and compel the said parties of the second part hereto to evacuate the wall heretofore referred to and may compel such evacuation of such wall by said parties of the second part hereto as such in ejectment or by any other proper process of the law it being at all times understood between the parties hereto that the grant made by the party of the first part hereto to the parties of the second part hereto, of the right to use the wall herein referred to is upon the condition that the said stairway shall be erected and maintained by the said parties of the second part hereto, their heirs or assigns and in the event of their failure so to do, that the said grant to use such wall shall cease and determine, and it is further understood and agreed that in the event of a failure on the part of the second parties hereto to erect and maintain said stairway according to the terms of the agreement that said party of the first part may elect to bring

a suit for damages against said said parties of the second part, their heirs or assigns, for such failure to erect and maintain said stairway, and it is stipulated between the parties hereto that the measure of damages in such suit shall be stipulated between the parties hereto that the measure of damages in such suit shall be stipulated between the parties to be the sum of five (\$500) dollars per day for each and every day that the said parties of the second part hereto shall fail to erect or maintain said stairway after the said erection and maintenance of said stairway shall have been demanded by said party of the first part, it being at all times understood that in the event of the destruction of said stairway, the said parties of the second part hereto, shall have thirty (30) days in which to repair or rebuild said stairway before said parties of the second part may be declared to be in default by said parties of the first part. It is further understood and agreed between the parties hereto that in the event of a dispute by said parties of the second part hereto their heirs and assigns, unless in the event that the said party of the first part hereto brings suit to recover for such default, if any, and actually recovers thereon, that then the said party of the first part may in addition to her costs recover in said suit a reasonable attorney fee, it is further understood and agreed that in the event of a reparation or rebuilding of said stairway the same shall be subject upon the same said and promise and at the same place and spot on which the same is now standing as heretofore described in this agreement and it shall be of the same size and dimensions and front and to the same point of landing, it being in further and like manner agreed by the said parties of the second part hereto, that this promise and agreement shall be perpetual and run with the land and be obligatory upon the heirs and assigns in all its parts, of the said parties of the second part hereto forever, and in all cases and on all occasions shall in construct as a covenant running with the land but that this agreement shall not have the effect or operation of conveying to the said parties of the first part their heirs or assigns, the fee simple or any part of the ground or lands upon which the said stairway or any of its parts stands, passes or extends through, but only the right to the use and benefit of the said stairway as a private stairway forever. It is further understood and agreed between the parties hereto and the entire agreement and all grants herein made are subject to this last condition, that if the said parties of

The second part hereto, shall at any time within one year from the date hereof, pay to said party of the first part the sum of three hundred twenty-five (\$325.00) dollars, that then the said party of the first part shall grant absolutely by a good and sufficient deed or one half interest in the party well herein referred to, together with one half of the grounds upon which said wall now stands, said ground being six inches in width and sixty (60) feet in length, said wall to be and remain, however, as parts well forever. In Witness Whereof the said parties hereto have hereunto set their hands the day & year first above written.

Signed in the presence of
 W. C. Nelson & C. S. S.
 Grant C. Dwyer and W. C. S.

1. Martin A. Stanfield
2. John C. Stanfield
3. John W. Hayes
4. Nettie S. Piggman

State of Utah

County of Salt Lake } On this 1st day of June 1896 personally appeared before me, Charles S. Kinney, a Notary Public in & for the said County of Salt Lake, Martin A. Stanfield and John C. Stanfield her husband and John W. Hayes, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said instrument as parties thereto and duly acknowledged to me that they executed the same freely and voluntarily and for the use and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and official my Notarial Seal at my office in Salt Lake City, the day and year in this certificate first above written.

Charles S. Kinney
 Notary Public.

My Commission expires June 30, 1896.

State of Utah

County of Utah } On this 8th day of June 1896 personally appeared before me, Grant C. Dwyer, a Notary Public, in and for the said County of Utah, Nettie S. Piggman, whose name is subscribed to the annexed instrument as a party hereto, and duly acknowledged to me that she executed the same freely and voluntarily and for the use and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and official my Notarial Seal at my office in Provo City, the day and year in this certificate first above written.

Grant C. Dwyer
 Notary Public.

My Commission expires October 25, 1897.