

Frank Abadie
with
Thomas J Taylor

This Agreement made and entered into at
the Town of Eureka this 13th day of July
A.D. 1875, between Frank Abadie of the Town
and County of Eureka State of Nevada part
of the first part and Thomas J Taylor of the same place
party of the second part. Witness: That whereas the said
party of the first part is the owner of a lot of land situate
lying land being on the East side of Main Street in the
said Town of Eureka, known and particularly described as
Lot No 14 in Block No 5 of the Monroe Survey of said Town
of Eureka; and whereas the said party of the second part
is the owner of the adjoining lot of land upon the westerly
side thereof: And whereas the said parties purpose to
improve their said lots by the erection of buildings there-
on: and the said party of the first part has commenced
erecting a brick building on said land under a verbal agree-
ment, that the walls to be erected on their division line
should be erected equally upon their several lots: Now
therefore in consideration of the premises, it is agreed by
and between the parties to these presents, that the said
party of the first part shall have the immediate posses-
sion and use of one of the portions of the lot of the said
party of the second part, convenient or necessary for the
purpose aforesaid, and shall construct thereupon in a good
and workmanlike manner upon a substantial foundation
a wall or walls, one half whereof shall be upon the land
of said party of the second part and one half upon the land
of said party of the first part. And commencing at the
easterly end of said lots on the westerly side of Buell
streets and running twenty seven (27) feet westerly on the
division line of the lots aforesaid, to be built of good
building stone or bricks to the height of Thirty Six (36)
feet including the basement and fire wall.

And the said party of the second part in consideration
of the premises, and of the sum of One dollar to him in
hand paid by the party of the first part the receipt whereof
is hereby acknowledged doth hereby covenant promise and
agree to and with the party of the first part, that after the

said wall shall be erected and finished, whenever the said party of the second part shall use the same or any part thereof that he will pay to the party of the first part, on demand the sum of three hundred (300) dollars in gold coin of the United States.

And the said parties to these presents do hereby mutually covenant and agree, that if it shall hereafter, and after the same shall be used by the party of the second part become necessary to repair any portion of said party wall the expense of such repairing shall be borne equally by the parties hereto: and if it shall become necessary hereafter to rebuild said party wall, after the same shall have been used by the party of the second part, by reason of its destruction by fire or any other calamity, in that event either party shall be at liberty to rebuild the same and the expense of rebuilding shall in the first place be borne by the party rebuilding, and whenever the other party shall desire to make use of the said wall so rebuilt or any part thereof he shall be at liberty to do so upon paying to the party rebuilding upon demand one half of the value of the wall rebuilt, and the party of the second part shall so be required to pay for the wall so rebuilt upon using the same whether he may have used and paid for the wall now being erected or not.

And it is hereby mutually agreed that in case either party shall at any time desire to erect said party wall of bricks to any greater height than the same shall be erected as aforesaid, said party shall be at liberty to do so, and the other party shall be entitled to use the same upon paying to the other one half of the value of said higher erection on demand at the time he shall make use of the same.

And the said parties to these presents do hereby mutually agree and covenant to and with themselves and their respective heirs and assigns, that the whole of the wall above mentioned shall be and remain as a party wall, to be continued and used as such forever.

And it is further understood and agreed, that this agreement shall be perpetual, and at all times be construed as running with the land, and that no part of the right or fee to the soil upon which said wall shall be erected, belonging to said party of the first part shall pass to the party of the second part: and that no part of the right or fee to the soil upon which said wall shall be erected belonging to said party of the second part shall pass to said party of the first part, or to the respective heirs or assigns of said parties, or be vested in either of them, in or by these presents.

And it is mutually agreed and understood that the stipulations and agreements aforesaid are to apply to and bind the heirs executors administrators and assigns of the respective parties.

In Witness Whereof the the respective parties have

hereto set their hands and seals the day and year first above written -

Signed Sealed and Delivered } Frank Abadie Seal
 in the presence of } Thomas J. Taylor Seal
 Charles Hubbard }

State of Nevada } ss
 County of Eureka }

On this 13th day of July A.D. one thousand eight hundred and seventy five personally appeared before me Charles Hubbard a Notary Public in and for Eureka County State of Nevada Frank Abadie and Thomas J. Taylor whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same person described in and who executed the said annexed instrument as parties thereto, and said Frank Abadie & J. Taylor each for himself duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Seal

In Witness Whereof I have herewith set my hand and affixed my official Seal, the day and year in this Certificate first above written.

Charles Hubbard
 Notary Public.

Recorded at request of Frank Abadie July 13th A.D. 1875 at
 10 o'clock P.M.

C. S. Chase
 Recorder.