

The parties hereto do hereby mutually agree for and with themselves, their heirs and assigns, that if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of said party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, their heirs or assigns, as to so much and to such portion of said party wall as the parties hereto, their heirs and assigns, shall or may at the time of rebuilding or repairing be used in common, for the purpose aforesaid, and that when ever said party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot and on the same line, and be of the same size, and the same or similar material, and of like quality with the present wall.

IT IS FURTHER AGREED that in case of damage or destruction of said wall and any extension thereof, including the foundation, either party, their heirs and assigns, shall have the right to repair or rebuild the said wall, and said extension, and the other party whenever he desires to use the same, shall have the right to do so upon the payment of one-half the expense of such repairing or rebuilding. It is further agreed between the aforesaid parties, that this agreement shall be perpetual and at all times be construed as a covenant running with the land; and that no part of the fee of the soil upon which the party wall above described stands, shall pass or be vested in either party in any other manner than if this agreement had not been made.

IN WITNESS WHEREOF, the parties have hereto set their