

included in a Water Main District and subsequently becomes subject to assessments for the extension of a water main in said district, that said second party will and does hereby waive all objections to a creation of said water main district and to the levy and assessments of the special tax against the said real estate to pay the cost of said extension of a water main in said Water Main District.

It is understood as a part of this agreement that the same shall be binding upon the Water Board and its successors or assigns, as the case may be, and shall likewise be binding upon the party of the second part, and his grantees, heirs and representatives.

Witness our hands this 11 day of June 1913.

Witness F.J.Gibb

Water Board of the city of Omaha

By R.B.Howell, Sec.

R.B.Tedrow

State of Nebraska)

County of Douglas) SS

On this 11th day of June 1913 personally appeared before me, R.B.Tedrow, who is personally known to me to be the identical person who executed the foregoing instrument and acknowledged the same to be his voluntary act and deed for the purposes in said instrument set forth.

Witness my hand and notarial seal this 11 day of June 1913.

W.J.Barber

Notary Public

W.J. Barber
Jan 9, 1919

The State of Nebraska)
Douglas County)

Entered on Numerical Index and filed for Record, in the Register of Deeds Office of said County, the 11th day of June 1913 at 2.27 o'clock P.M.

Frank W. Bandle,

Register of Deeds,

Compared by H. & K.

1. Party Wall Contract)
Lucian B. Johnson and wife)
to)
Fred D. Wead and wife)
These articles of agreement made and entered into this ninth day of June A.D. 1913 by and between Lucian B. Johnson and Mary Olive Johnson, husband and wife, parties of the first part, and Fred D. Wead and Effie D. Wead, husband and wife, parties of second part, Witnesseth.

Whereas said parties of the first part are the owners of the west 1/2 of lot five (5) of Keys Division of lot nine (9) Capitol Addition to the city of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded and

Whereas said second party, Fred D. Wead is the owner of the east twenty four and one half (24 1/2) feet in width of lot six (6) in Keys Division aforesaid and adjoining the property of the first parties on the west and

Whereas said first parties contemplate building upon their said property a two story and basement brick building, the west wall of which will lie along the west line of their said property and adjacent to the east line of the property of said Fred D. Wead, and which line between said first and second parties to this agreement is described as follows:

Beginning at a point on the south line of Farnam Street thirty-seven and one half (37 1/2) inches east of the north east corner of the building now situated upon the land of said Wead above described and thence south parallel with the east line of said building one hundred and thirty two (132) feet more or less to the North line of the alley and

Whereas the parties hereto desire that the said west wall of the building above to be constructed by said first parties shall be a party wall.

Now therefore it is agreed by and between the parties hereto that said first parties shall build the west wall of said building about to be constructed by them so that the center of said wall shall be upon the dividing boundary line above described between said west half ($\frac{1}{2}$) of said lot five (5) and said east twenty four and one half ($24\frac{1}{2}$) feet in width of lot six (6) in Keys Division, that is to say: Said wall shall be built so that one half ($\frac{1}{2}$) of the base and thickness thereof shall be and rest upon the west one half ($\frac{1}{2}$) of said lot five (5) and the remaining one half ($\frac{1}{2}$) thereof, on the east twenty four and one half ($24\frac{1}{2}$) ft. of said lot six (6) and said wall when constructed shall be and remain a party wall for the common use of the parties hereto.

It is further agreed that said party wall shall commence at the intersection with the south line of Farnam Street at a point thirty seven and one half ($37\frac{1}{2}$) inches east of the north east corner of the building now constructed upon the above described property of said Fred D. Wead and it shall extend south from said point thereon and along said dividing line as hereinbefore provided to a point one hundred and twenty four (124) feet south of the south line of said Farnam Street that said wall shall be constructed in a good, durable and workmanlike manner of hard brick well laid in cement mortar, that the wall of the basement shall be twenty-one (21) inches thick and shall be constructed and rest either upon piling and concrete base of such number, size, kind, breadth and thickness or upon a floating foundation of such dimensions as the architect of said building to be constructed deems necessary to support and sustain said wall; and the wall of the first story shall be seventeen (17) inches thick and the wall of the second story shall be thirteen (13) inches thick that there shall be at the height of each story proper joist holes left in said wall and in the west side thereof for the accommodation of the party of the second part and said holes shall be filled with brick set on end so that they can be taken out when required and said holes shall be made directly opposite the ends of the joists of said building to be erected by the parties of the first part hereto.

It is understood and agreed that in the construction of said party wall said first parties shall have the right at their discretion to place windows or openings for air or light therein; the said windows and openings however to be bricked up and closed by said first parties at their own expense whenever said second parties shall erect upon their premises a building enclosing said windows or openings and attached to said party wall.

It is hereby further mutually agreed between the parties hereto that in consideration of the second parties executing this agreement at the request of said first parties, said parties of the second part, their heirs or assigns can make use of said wall by attaching a building to the same after it is built at any time for a distance extending back south from the south line of Farnam Street, a distance of eighty-five (85) feet without further compensation paid to said parties of the first part or their heirs or assigns, and shall be considered to be the owner of a one half ($\frac{1}{2}$) interest in said wall at all times for said distance of eighty-five (85) feet.

And whenever said second party his heirs or assigns shall make use of the remainder of said wall from a point eighty five (85) feet south of Farnam street or any part thereof by attaching a building thereto, said parties of the second part shall pay for their part of said remainder of said wall or for such part as may be taken and used, to the parties of the first part, their heirs or assigns one half ($\frac{1}{2}$) of the value thereof to be computed at what it is worth at the time it is so taken and used, that is at one half of what it would cost to build said wall at the said time, and if said parties fail to agree upon the cost of said wall so taken and used at said time, then it is agreed that each party may select one arbitrator and that these two arbitrators shall select a third in case the first two selected cannot agree and the award as to the value of the one half of said wall of the two of the three arbitrators as to what it would cost to build said wall be binding upon all said parties, their heirs and assigns.

Either party may add to said wall any height, length, depth or thickness and in case of damage by

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fire or otherwise may repair, or in case of destruction in any way rebuild said wall and in addition thereof, carrying up flues and the like, and is to leave the other party as near as may be in as good condition as before, using good material and workmanship, confirming to the building laws and ordinances of the city of Omaha and doing the work from his own side if the other side is built upon.

Provided, however, either party hereto shall have the right to make any addition to said wall at his own expense and if any addition is made to said wall in length or height by either party, the other party shall have the right to use such addition to said wall upon payment of one half (1/2) of the cost of such additional wall at the time it is so used by him to be determined as hereinabove provided for the wall previously built.

In case of repairs made while the said wall or any part thereof is in use by both parties one half of the cost of such repairs shall be paid to the party making the same by the other party on demand of one half of the value of such rebuilt wall or of any addition made as aforesaid to said wall when used by the other party shall be paid for by the other party, as herein provided, for said wall described herein.

No addition to the thickness of said wall is to be made by either party on the land of the other unless said land is vacant and in no event so as to cause, inclusive of such addition, more than ten and one half inches of wall in the basement eight and one half inches of the first and second stories and six and one half inches for additional stories with its proportion of necessary foundation to be on the land of the other party, without the consent of the other party.

It is further expressly covenanted and agreed that the said first parties shall have and are hereby given the right to go upon the land and real estate of the second party hereto above described and to make thereon and therein any such excavation as may be necessary for the proper construction of said party wall.

It is further mutually agreed between the parties hereto, their executors, administrators, heirs, successors and assigns that they and each of them may lawfully and peacefully use and enjoy said party wall according to the terms of this contract, and that neither will do anything to destroy damage or injure said party wall.

It is hereby further mutually agreed by and between the parties hereto that all the conditions and terms contained in this agreement shall succeed to and be binding upon the respective heirs, executors, administrators assigns or grantees of the parties hereto.

Said wall herein above provided for is to be in accordance with the architect's plan thereof hereto attached and marked Exhibit "A".

In Witness whereof, said parties hereto have executed this agreement in duplicate on this ninth day of June 1913.

In presence of two witnesses
John C. Milota
Pauline Prince

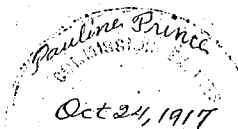
Lucian B. Johnson
Mary Olive Johnson
Fred D. Wead
Effie D. Wead

State of Nebraska)
County of Douglas) SS

On this ninth day of June A.D. 1913 before me, a Notary Public in and for said County, personally came the above named Lucian B. Johnson and Mary Olive Johnson, Fred D. Wead and Effie D. Wead, who are personally known to me to be the identical persons whose names are affixed to the above instrument as joint makers thereof and they severally acknowledged said instrument to be their voluntary act and deed.

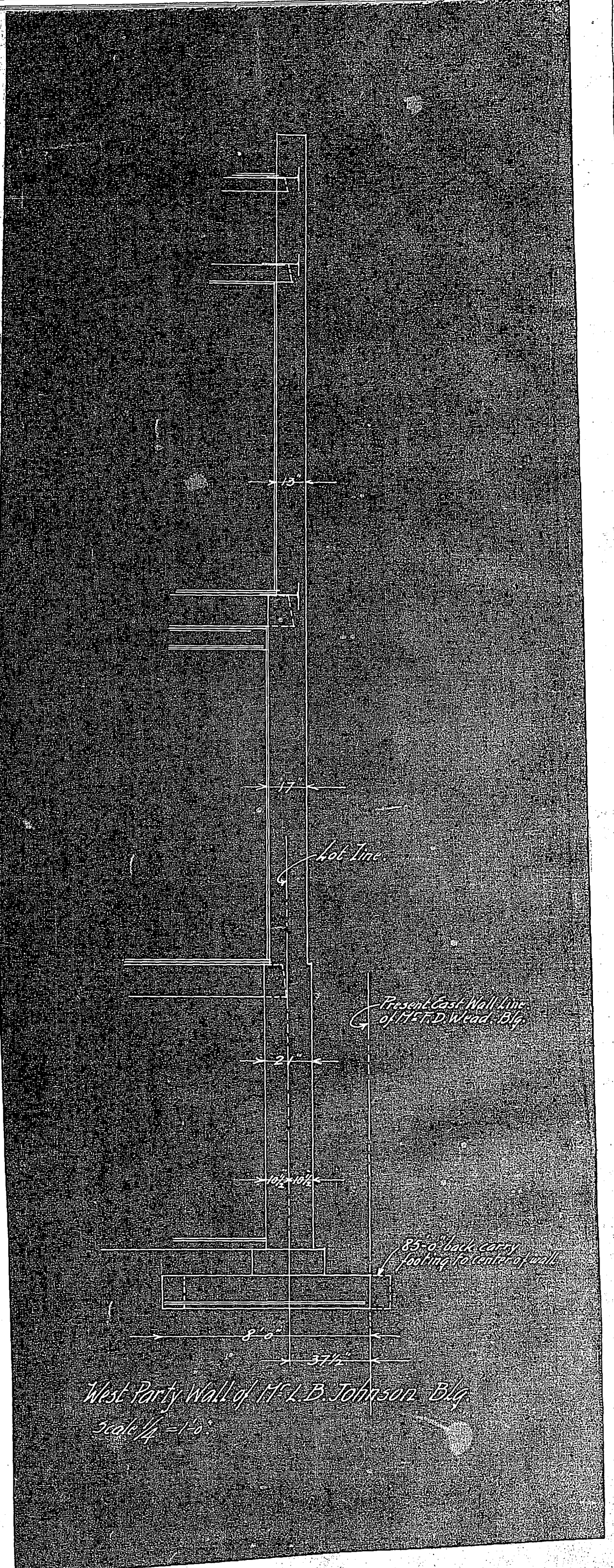
Witness my hand and Notarial seal the date last aforesaid.

Pauline Prince
Notary Public



My commission expires 24 day of October 1917.

MPD. BY OMAHA PRINTING CO., OMAHA-72718



THE STATE OF NEBRASKA, }
DOUGLAS COUNTY.

Entered in Numerical Index and filed for Record
in the Register of Deeds Office of said County, the
11th day of June 1913
at 11 20 o'clock A. M.

Frank H. Randall
Register of Deeds.

COMP. T. K.