

MISCELLANEOUS RECORD No. 30.

5013-KLOPP & BARNETT CO. Printing, Lithographing and County Supplies, Omaha

1 Party Wall Agreement } THESE ARTICLES OF AGREEMENT, made and entered into this 28th day
 The Byron Reed Company } of May A.D. 1912 by and between the Byron Reed Company, a corpora-
 and } tion organized under the laws of the State of Nebraska, party of the
 Suviah B. Joslin } first part, and Suviah B. Joslin, party of the second part.

Witnesseth. Whereas, party of the first part is the owner of that certain real estate situate in the County of Douglas and State of Nebraska, known and described as the east one-half (E. 1/2) of Lot five (5) in Block Two (2) in Capitol Hill Addition to the City of Omaha, and party of the second part is the owner of the west one-half (W. 1/2) of said lot five (5) in Block two (2) in said Capitol Hill Addition, and

Whereas, party of the first part is about to erect a one-story brick building on its property, and it is desired to establish a party wall between said parties.

Now, it is hereby agreed.

First, that the said wall, thirteen (13) inches in thickness shall be placed one-half thereof on the property of the party of the first part, and one-half thereof on the property of the party of the second part, so that the dividing line between said properties shall be the center line of said brick wall, and hereafter said wall shall be kept and maintained as a party wall..

Second. That party of the second part shall be granted and is hereby granted the privilege of joining any building that she may hereafter erect on her said property to said party wall, when constructed, by paying therefor one-half of the cost of construction of said wall.

Third. Either party may add to said party wall in height, depth, or thickness, and in case of damage may repair, or in case of destruction rebuild said wall and any addition thereto, carrying up flues and the like to leave the other party as near as may be in as good condition as before, and using good materials, and workmanship and conforming to the building laws and ordinances of the City of Omaha and doing work from his own side if the other side is built upon, and in case of repairs made while the wall, or any part thereof, is in use by both parties, one-half the cost of such repairs shall be paid to the party making the same by the owner of the other parcel on demand and one-half the value of such rebuilt wall, or any addition made as aforesaid to any wall, when used shall be paid for like the original structure.

Fourth. The parties to this agreement mutually covenant for themselves and their respective heirs, successors and assigns, each to and with the other, his heirs, successors and assigns, to observe the above agreement, and that the covenants herein contained shall run with the land but no owner or lessee is to be responsible except for his acts or defaults while owner or lessee.

Fifth. In case of dispute as to any value before mentioned, the amount thereof shall be referred to disinterested parties to be appointed one by each of the then parties to the appraisement and the referees so chosen to choose, in case of disagreement, a third person to act as arbiter, and the arbiters so chosen shall have full power and authority to determine the amount of such values.

Witness the signatures of the parties hereto, the Byron Reed Company by its President with the corporate seal attached.

Witness

William Haffke as to Byron Reed Co.
 Witness J.S.Hawley as to Suviah B. Joslin
 (EXECUTED IN DUPLICATE)



The Byron Reed Company
 By Abraham L. Reed, President
 Suviah B. Joslin

State of Nebraska)
Douglas County) SS

On this 29th day of May A.D. 1912 before me, a Notary Public in and for said County, personally came the above named Abraham L. Reed, President of the Byron Reed Company who is personally known to me to be the identical person whose name is affixed to the above instrument as President of the Byron Reed Company, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and Notarial seal the date aforesaid.

William Haffke,
Notary Public

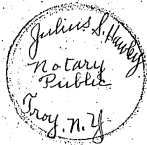


State of New York)
County of Rensselaer) SS.

On this 24th day of June A.D. 1912 before me, a Notary Public in and for said County, personally came the above named Suviah B. Joslin, who is personally known to me to be the identical person whose name is affixed to the above instrument as party thereto, and she acknowledged the instrument to be her voluntary act and deed.

Witness my hand and Notarial seal the date aforesaid.

J.S. Hawley
Notary Public



The State of Nebraska)
Douglas County)

Entered on Numerical Index and filed for Record, in the Register of Deeds Office of said County, the 29th day of July 1912 at 3.10 o'clock P.M.

Frank W. Bandle,
Register of Deeds,
Compared by F. & T.

1. Certified Copy Decree) BE IT REMEMBERED, that in the district Court of the Fourth Judicial District of Nebraska, within and for the County of Douglas at City of Benson) vs) the February 1912 term of said Court, begun and held in the City James F. Kastl et al) of Omaha, in said County and State on the 5th day of February 1912 and on a day thereof, to-wit: On the 23rd day of April in the year of our Lord One Thousand Nine Hundred and Twelve, Present Honorable Howard Kennedy, Judge presiding, Felix J. McShane, Jr. Deputy and Robert Smith Slerk, a certain Decree was rendered and entered of record in said Court as shown by Journal 130 and page 376 of the records thereof and is in the words and figures following, to wit:

The City of Benson) Decree Plaintiff)
vs.)
James F. Kastl, Charles H. Norton) 116-73 Decree
Sabina Zweifel, Jacob Jacobsen)
William Jacobsen, Charles G. Anderson)
Neils Peter Jensen, Robert P. Anderson, Jr.)
Albert Erdman, John W. Lofgren, Peter)
Peterson, William B. Watson, Conrad A. Swanson)
Thorwald Christensen, Bengta)
Johnson, Lina Swanson, Josephine)
Williams, Joseph C. Shaddock, Rosa M.)
Hoyt, Ella J. Kellar, Lina Johnson)
Amelia J. Anderson, Maggie J. Armstrong)
Mary Larson, John Hamer, John Holm)
Maria Steele, Frederick A. Kilker, and)
Angele M. Norton, Morris Jensen, Linne)
Johnson, Mary Larson, Anna A. Johnson, Defendants)