

553

Kill in the
City, Nebraska,
one hundred and
ended April 30th

at page 507
subject to a
dred I (600) dollars
or and George
is upon the
sum of Six hun-
dred 1893, due
rest at seven
was recorded

hereunto set
A.D. 1893.

Ernest
H. Ernest

the day of May
before me, a
c, in and for
the above named
& who are
the identical
xed to the above
acknowledged
story set and

the date aforesaid.
one
story Public.

Matthew
Register of Deeds.

3 Anna M. Goodrich } Original.
 my Party Wall agreement.
 J. B. Kitchen. Issued in duplicate.
 Whereas, J. B. Kitchen is
 the owner of and now has and holds the
 legal title to the east 22 ft of lot three (3)
 in block one thirty-eight (38) in the City of
 Omaha, County of Douglas, State of Nebraska,
 and Whereas, Anna M. Goodrich is the
 owner of and now has and holds the legal
 title to the middle one third of lot three
 (3) in block one thirty-eight (38) in the City of
 Omaha, County of Douglas, State of Nebraska,
 and Whereas, said J. B. Kitchen proposes
 to about to erect a five story brick build-
 ing on the rear part of his said land so con-
 tinuous and adjoining to said land of said
 Anna M. Goodrich, and Whereas, it is the
 desire and intention of the said parties hereto
 that the west wall of the building to be so
 built by said J. B. Kitchen shall be constructed
 and held and used as a party wall by said
 parties and both of them and by their respective
 heirs and assigns, and Whereas it is agreed
 by and between said parties that said party
 wall so to be built shall be fifty two feet
 long and of the following dimensions, to wit:
 (1) The basement wall shall be of brick and
 not less than 24" twenty-four inches thick.
 (2) The first story wall and the second story
 wall shall be of brick and not less than
 20" twenty inches thick, and (3) the third, fourth and
 fifth story walls shall be 16" sixteen inches thick.
 Whereas, in constructing said wall one half thereof
 will stand upon the land of said J. B. Kitchen
 and one half thereof will stand upon the land of
 said Anna M. Goodrich, therefore for and in con-
 sideration of the mutual benefits accruing to each
 of said parties and in pursuance of an agreement
 this day made and entered into by and between
 said parties, it is hereby stipulated and agreed by

554

and between said parties, that said J.B. Kitchen
shall have the right and power and authority
is hereby granted unto him to enter upon the said
premises of said Anna M. Goodrich and remove
therefrom the earth necessary to build said
said wall to such depth as shall be required
for the basement of the building he so proposes
to build.

And it is further agreed by and between said
parties that in the event that said Anna M.
Goodrich her heirs or assigns shall at any
time in the future elect to use said wall or
any part thereof as a part of any building
hereafter to be constructed by her thereon, the
said Anna M. Goodrich, her heirs, shall pay
to said J.B. Kitchen his heirs or assigns, an
amount equal to one half of the value of
that part of said party wall, which said
Anna M. Goodrich so elects to use, and it is
agreed by and between said parties, that the value
of that part of the wall so used shall be
equal to what a new wall of the same dimen-
sions would cost at that time; and It is
further agreed that if said J.B. Kitchen and
said Anna M. Goodrich cannot agree as to the
amount as to be paid by said Anna M. Good-
rich her heirs or assigns, for the one half of said
wall, the said amount so to be paid shall be
fixed by three competent disinterested parties, one of
whom shall be chosen by said J.B. Kitchen his
heirs or assigns, the other shall be chosen by
Anna M. Goodrich her heirs or assigns; the two so
chosen shall choose a third person, to whom
the matter of fixing said value shall be sub-
mitted and the award made by the person so
chosen shall be final and binding upon all
parties interested and the amount of said award
shall be and shall be held to be a debt due
from said Anna M. Goodrich her heirs or assigns,
and shall be and remain a lien on the said
premises of said Anna M. Goodrich, until the

555

and J.B. Kitchen
and authority
to upon the said
h and remove
to build said
hall he required
g he so proposes

between said
Anna M.
hall at any
said wall or
y building
her thereon, the
is, shall pay
assigns, and
the value of
which said
use, and it is
, that the value
ed shall be
the same dimen-
and It is

J. Kitchen and
agree as to the
Anna M. Good-
one half of said
and shall be
ed parties, one of
J. B. Kitchen his
he chosen by
ms, the two so
son, to whom
shall be sub-
the person so
ding upon all
t of said award
be a debt due
heirs or assigns,
r on the said
h, until the

same is full paid.

And it is agreed that no liability is hereby
created unless said J.B. Kitchen build the
building so proposed.

And it is agreed that either of said parties
their heirs or assigns shall have the right
to repair or rebuild and keep said wall
in place.

And it is further agreed that said J.B.
Kitchen shall have the right to build 14 win-
dows in said party wall, under the condition
that said J.B. Kitchen will fill up said
said window openings with a brick wall
of same thickness as adjoining wall above
described as soon as said Anna M. Goodrich
elects to use said wall.

And it is agreed that this contract shall be
and remain binding upon the heirs or assigns
of said parties and shall be and remain an
apportionment to the said lots of the said parties
respectively.

In witness whereof, we have hereunto set our
hands this first day of July 1891.

In presence of } Anna M. Goodrich
J. Coulter. } James B. Kitchen

Douglas County ss. On this second day of May
Nebraska, one thousand eight hundred and
ninety-three, personally appeared
before me a Notary Public in for the within
County, the above named Anna M. Goodrich, and
James B. Kitchen, personally known to me to be
the identical persons whose names are affixed to
the foregoing instrument, and they acknowledged
the same to be their voluntary act and deed.

J. J. O'Donahoe
Notary Public



Entered on Numerical Index
Recorded May 12 A.D.
1893 at 12th O'clock P.M.

J. A. McGrath,
Register of Deeds.