

MISCELLANEOUS RECORD 0

less than twelve (12) inches thick and to be built one half upon each side of said lot line in a good substantial manner and of the material above specified; that this lease shall continue in force so long as said wall shall stand or either party shall desire to maintain the same.

It is further agreed between the parties hereto, that, whereas, the said party of the first part is now ready to build said wall along part of said dividing line, and said party of the second part is not at this time ready to join in the same, that the said first party shall this time, at his sole expense, build said party wall along and over said dividing line running from Third Street as far as he may desire to build at this time, and that he shall maintain said wall, after its completion, at his own expense so long as he is the sole owner thereof and until the party of the second part does join same with a brick stone building on her own premises, after which time the wall jointly used shall be jointly maintained by both parties hereto.

It is further agreed that when the said second party shall desire to use or utilize said wall or any part thereof for her building she shall be permitted to do so at any time upon payment to the first party of one half of the value thereof to be determined at the time said use commences, and this shall apply only to such part of said party wall utilized by second party. In the event the parties hereto cannot agree between themselves as to the value at said time they agree that each shall choose an arbitrator and the two thus chosen shall choose a third and the decision of a majority thus chosen shall determine the value of the wall used and the compensation to be paid by second party to the first party.

It is further agreed that in the event the first party does not extend the party wall to the alley at the time second party desires to utilize it, then either party hereto, can, at any time, upon thirty days notice in writing to the other party, extend said party wall along said line to the alley or so far as he or she may desire, at his or her sole expense under the conditions herein set forth for the front part of said wall, and the other party shall at any time be allowed to utilize said extended wall or any part thereof under the above conditions as to payment for one half of the value thereof as is herein provided for the payment of the first part of said wall to be erected.

It is further agreed that either party building or extending said wall, shall save the other party or his premises from any and all damages occasioned by excavating or other work connected therewith, and shall when same is completed restore and place the ground around the same in a good, safe condition.

The conditions, covenants and agreements of this contract and lease shall extend to and be binding upon the heirs, assigns and personal representatives of the parties hereto, as covenants running with the land. Ex "A" attached thereto is made a part thereof.

Witness our hands on the date first above written.

Witness:

Fred W. Ashton

Herbert H. Glover

Maggie F. Glover

State of Nebraska,) ss. Catherina Nielsen
Hall County,) On this 24th day of April, 1913, before me a Notary Public within and for
Hall County, Nebraska, personally appeared Herbert H. Glover and Maggie F. Glover, husband and wife
and Catherina Nielsen, widow, to me personally known to be the identical persons who executed
the above instrument and they acknowledged the execution of the same to be their voluntary
act and deed.

In witness whereof, I have hereunto set my hand the date last above written.

(SEAL)

Fred W. Ashton
Notary Public.

My commission expires Oct 18th 1918

Filed for record this 18 day of June 1923, at 2 o'clock P.M.

Richard Duesy
Register of Deeds