

This indenture made & entered into this 18th day of October A. D. 1886. at Grand Island, Nebraska, by & between Charles P. R. Williams & Amy C. Williams, his wife, & Harvey B. Kerr & Martha C. Kerr, his wife, parties of the first part, and August Bonarewitz and Matilda Bonarewitz, his wife, parties of the second part, all of Grand Island Hall County, Nebraska.

Whereas, said Charles P. R. Williams & Harvey B. Kerr are the owners of the easterly two-thirds of Lot N^o eight, in Block N^o fifty-seven in the original town, now city, of Grand Island, Hall County, Nebraska, & the said August Bonarewitz is the owner of the westerly one-third of said lot, & are desirous of building thereon, & whereas, the said parties mutually desire to join in the erection & maintenance of a partition wall and stair ways to the basement and upper stories of the buildings to be erected thereon as hereinafter provided, now therefore.

This indenture witnesseth, that the said parties of the first part in consideration of the premises & of one dollar in hand paid, have & do hereby demise & lease unto the said August Bonarewitz, of the second part all the following described premises, to-wit:

A piece or parcel of land twenty inches in width lying upon & along the entire westerly edge of the easterly two-thirds of said lot N^o eight in said block N^o fifty-seven, in Grand Island, Nebraska, for the use & purposes of a partition wall and stair ways as aforesaid, so long as said buildings or either of them shall stand; and said parties of the second part in consideration of the premises & of one dollar in hand paid, have & do hereby demise and lease unto said Charles P. R. Williams & Harvey B. Kerr, of the first part, all the following described premises, to-wit:

A piece or parcel of land twenty inches in width lying upon and along the entire easterly edge of the westerly one-third of said lot N^o eight in said Block N^o fifty-seven in Grand Island, Nebraska, for the use & purpose of a partition wall & stairs as aforesaid so long as said buildings or either of them shall stand.

It is also agreed by & between the parties hereto, that the partition wall shall be of the following dimensions, to-wit: Commencing at the southerly end of the line between said parts of said lot, as herein before described, & extending northerly along said line one hundred feet, except so much thereof as may be used for a basement stairway & landing, as hereinafter provided, and the center of said wall to be directly upon and over the line between the easterly two-thirds and the westerly one-third of said lot, the first footing course shall be forty inches in width and six inches high, the second footing course shall be thirty-six inches in width and six inches high and to be twenty-four inches in width from the footings to the first floor, the first story wall to be sixteen inches in width and the second & third stories thereof to be twelve inches in width, and the foundation wall to commence at least eight feet below the established grade of the sidewalk, in said city adjoining said lot; said wall shall be carried up, of the same dimensions to such a height as to give sufficient slope to carry off the water off the roof, and may extend three feet above the roof joists for a fire wall. The first story to be fifteen feet and six inches high, the second story to be thirteen feet high, and the third story to be twelve feet high, all between joists. It is also further agreed by and between said parties, in consideration of the premises & of the benefits to be mutually derived from said party wall and said stairways, that said Charles P. R. Williams & Harvey B. Kerr, of the first part, their agents and employees, shall have the right at any times to enter upon, remove the ground & construct upon said westerly one-third of said lot.

a wall of the same height and width and of the same materials as said partition wall, the centre of which shall be directly over and upon a line parallel with the east line of said lot, commencing on the southerly line thereof three feet and ten inches west of said partition wall line, and extending north a distance of thirty feet two and one-half inches, more or less, thence at an angle of about thirty-five degrees east of said easterly lot line, to a point where the same will join to and intersect with, the said partition wall. It is also further agreed by and between the said parties that said Charles P. R. Williams and Nancy B. Kerr, of the first part, shall build and construct between said last described wall and a corresponding one of about the same character and dimensions, on their own said land, a basement stairs, extending from the southerly line of said lot to the basement of their said building and shall also construct and build thereon stair ways leading to the second and third stories of the same, and all of which said stairs and the approaches and landings thereto, shall be for the use and benefit in common of the parties hereto for the purposes of ingress and egress to and from the said buildings and the basements thereto on said lot.

It is also further agreed by and between the parties hereto, in consideration of the premises and of said sum paid and received each by and from the other that each party hereto does demise and lease, each unto and from the other, all that portion of each of their parts of said lot contained within the said basement stair-walls, and also the stairs, approaches and landings therewith, leading to the upper stories of said buildings, to be used in common by these parties for the purpose of ingress and egress to and from the buildings and basements on said lot, so long as either of said buildings shall stand. Said partition wall shall be built in a substantial workmanlike manner of brick or stone, or partly brick and partly stone, and shall in the first instance be erected and constructed by said Charles P. R. Williams and Nancy B. Kerr, and for the purpose of carrying out the full intention of this indenture, and to enable them to proceed with and finish the wall which is to be the westerly wall or side of said basement stairs, they are hereby declared to be the agents of the said August Bonarewitz for that purpose and for the further purpose of building and constructing all of the said stairs hereinbefore mentioned, so far as the said August Bonarewitz is concerned, interested, or responsible, and they are hereby authorized and empowered to act for them in the premises in all respects as fully and freely as if all of said walls were to stand wholly on their own hand, but only for the purpose of carrying out the intention of this agreement. And whereas, the said August Bonarewitz is not ready now to erect a building and thus utilize said wall, it is agreed that the said Charles P. R. Williams and Nancy B. Kerr shall bear the present expense of building said partition wall as well as the wall which is to be the westerly side or wall of said basement stairs, together with said basement stairs and said stairs to the upper stories of said buildings, and that when said August Bonarewitz shall build on or to said wall or any part thereof or in any way utilize the same or any part of either of said walls, said August Bonarewitz shall pay to the said Charles P. R. Williams and Nancy B. Kerr all of the cost of said westerly basement wall from the southerly line of said lot to where the same joins to and connects with said partition wall, and also when used, one half of the cost of said partition wall and of said basement stairs and all other stairs thereon, hereinbefore mentioned as the stairs to be used in common by said parties, as well also as one half of the cost of all approaches and landings to all of said stairs,

but only in proportion to the amount of wall and the number of stairs used by him, and the said August Bonarewicz shall have the right ^{and} privilege to increase the amount of wall ^{and} the number of stairs used by him from time to time on payment of the amount of cost as aforesaid by building, either vertically or horizontally on his part of said lot, but shall, however, take all due measures, by carrying up flues or otherwise, to cause the least possible inconvenience to the other parties, and shall do whatever work may be necessary to leave the building of the other parties in as good condition as before; all of said costs to be determined by the certificate of said architects.

It is also further agreed by the said parties hereto, that either party shall have the right during the continuance of this lease, to extend said partition wall along the remaining portion of said line between their said parts of said lot or any part thereof, such wall to be built of similar materials, of the same thickness and of the same height at the point of contact, with slope sufficient to carry off the waters off the roofs; and the other party to have the right to use the same when so extended or any part thereof as a partition wall, upon paying to the other party building the same, one-half of the cost of the same proportionately as aforesaid, to be determined by the certificate of the architect or builder of the said wall so extended.

It is also agreed that the parties hereto shall bear ^{and} pay equally the expense of all repairs to said partition wall and to said basement stairs and to said other stairs mentioned herein as for the use and benefit of both of said parties as means of ingress and egress to and from said buildings, but only, however in proportion and to the extent of the amount of wall and the number of stairs used by him or them; and each party to make his or their own proper repairs, at his or their own cost and expense upon the wall of the basement stairs next to his or their property. Provided that the said August Bonarewicz shall only be bound for repairs on such portion or portions of said partition walls as he uses or utilizes and that only from the time he commences to use the same by building thereto.

It is also agreed by and between the parties hereto, that whereas, differences might arise because of incorrect surveys or otherwise, as to the exact or true boundary line between said parts of said lot, and whereas, it is the desire of the parties hereto that said boundary line may be permanently settled and established, beyond all question. Now, therefore, the centre of said partition wall is hereby declared and made to be the true boundary line between their said parts of said lot, any survey or measurement heretofore or hereafter made to the contrary notwithstanding.

It is hereby also agreed by and between the parties hereto, that the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, assigns, ^{and} legal representatives of the parties hereto and of each of them.

In testimony whereof, the said parties to the foregoing instrument have herunto set their hands the date last above written.

Signed in the presence of }
James A. Woolley

Charles P. R. Williams.
Amy E. Williams.
Nancy B. Kerr.
Martha B. Kerr
August Bonarewicz
Matilda ^{for} Bonarewicz

The State of Nebraska, }
 Hall County, } On this 21st day of October A.D. 1886. before me J. H. Woolley, a Notary Public within and for said County and State, personally appeared Charles P. R. Williams and Amy E. Williams, his wife, Percy B. Kerr and Martha C. Kerr, his wife, and August Bonarewitz and Matilda Bonarewitz, his wife, all of Grand Island, Hall County, Nebraska, to me known personally to be the identical persons whose names are affixed to the foregoing instrument and they severally acknowledged the same to be their and each of their voluntary act and deed.

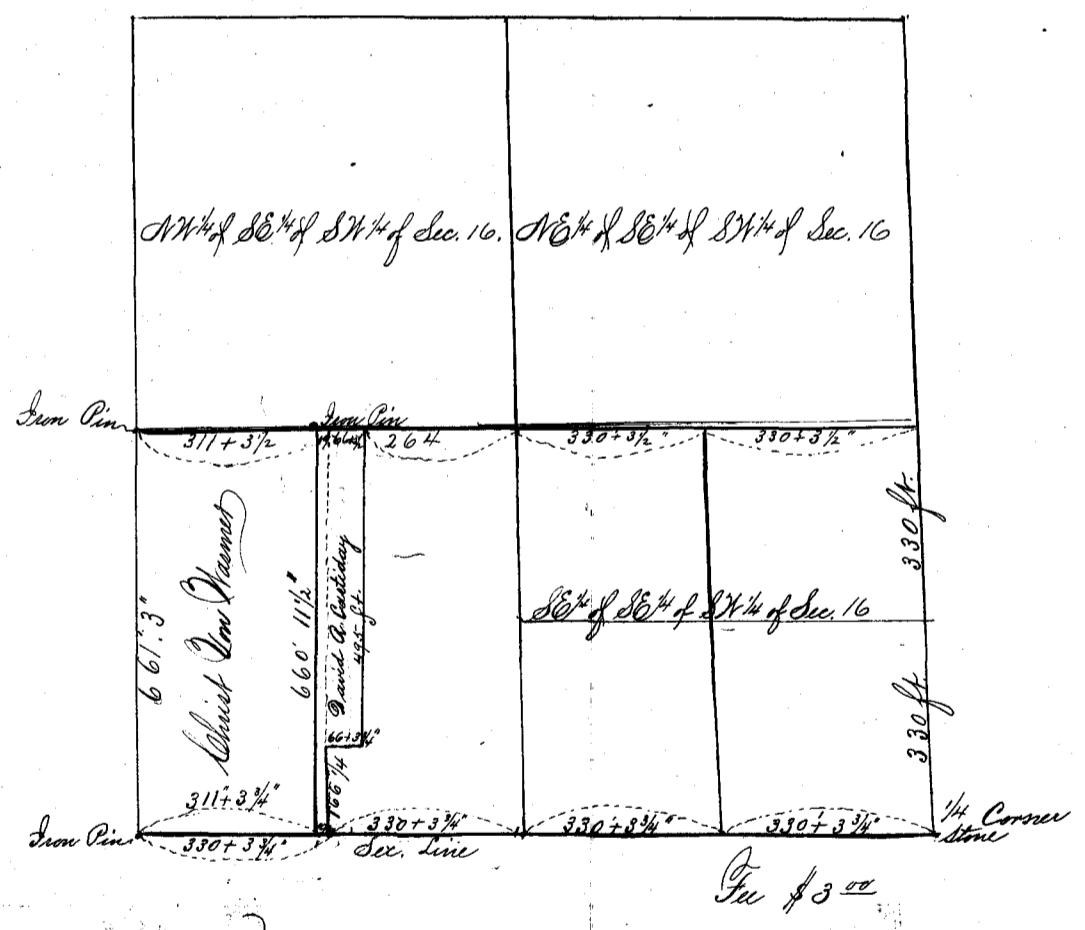
In testimony whereof, I have herunto set my hand and affixed my notarial seal at Grand Island, Neb., the date last above written.

J. H. Woolley,
 Notary Public.



Filed June 18, 1888 at 3 P. M.
 D. Ackerman County Clerk
 By J. B. Partridge Deputy

SE 1/4 of SW 1/4 of Sec. 16 T. 11. N. R. 9 W.



Fee \$3.00

State of Nebraska, }
 County of Hall, } J. William Ensign, city engineer in and for Grand Island, Hall Co., Neb. do hereby certify that on this 6th day of May 1887 I surveyed the ground marked on plat above by red lines.
 Charles Clark }
 William Ensign } Chas.
 William Ensign,
 City Engineer.

Filed June 18, 1888 at 3 P. M.
 D. Ackerman County Clerk
 by J. B. Partridge Deputy