

MISCELLANEOUS RECORD, No. 75

5. Agreement

Koutsky-Pavlik Co.

and

Christian A. Melcher & wf.)

This agreement, made this 8th day of May, 1926, between Koutsky-Pavlik Company, a corporation, party of the first part, and Christian A. Melcher and Nellie F. Melcher, his wife, parties of the second part:

Witnesseth, that the party of the first part is the owner of the South Forty feet of Lot Five (5) in Block Seventy-eight (78) South Omaha, now part of the City of Omaha, Douglas County, Nebraska, upon which is situated a two story and basement building, of brick construction, and the second party, Christian A. Melcher, is the owner of the North Twenty feet of Lot Five (5) in Block Seventy-eight (78) South Omaha, now part of the City of Omaha, Douglas County, Nebraska, upon which he expects to erect a two story and basement building, of brick constructions, and in the erection of said building desires to use the north wall of the building of the first party and for the purpose of defining and fixing the rights of the parties hereto, in and to the use of said wall and the relations of their respective properties, as described, they agree to the following covenants and conditions, which will be binding upon them and their respective grantess, lessees, heirs, devisees, successors and assigns, to-wit:

The second party, Christian A. Melcher, agrees to pay to the first party and the first party agrees to accept from him the sum of Twenty-five Hundred Dollars (\$2500) for the privilege of connecting with and using the north wall of the building of the first party, to its present height and length, as the south wall of the building of the second party, Christian A. Melcher, which he is now proceeding to erect upon his premises and such right shall be an irrevocable one, except as herein otherwise provided, but shall be subject to all the terms and conditions of this contract as to the use of the same.

It is further agreed that in the event of damage to said wall by fire, tornado or other casualty, or should the first party, its grantees, successors or assigns, desire to re-build the same, second parties agree to properly protect their building and contents and keep such building in proper alignment during such process of re-construction. During such process of re-construction, the first party will re-connect the joists and other supports to such wall, as the same were connected to such wall before such process of re-construction but the second parties will keep the joists and other supports of such building in proper alignment for such connection. Any damage to the plastering or inside decorations caused to the building of the second parties by such re-construction work, will be repaired at the expense of the second parties. In the event it becomes necessary to re-construct such wall, the first party agrees that such re-building will be done within a reasonable time.

The second parties agree to build a stairway four feet in width, leading up from 24th Street, along the north wall of the building of the first party, and the first party shall have the right to use such stairway for access to the second story of its building and shall have the right to make an entrance into their building through the north wall of the same not exceeding five feet in width. The second parties also agree to have a hall at the top of such stairway, extending along the wall of the building of the first party, westward to within forty feet of the rear of the building of second parties. The parties further agree that the right of the second parties to use such wall shall exist during the life of the present building of the second parties. The first party shall also have the right to the use of said stairway, as long as the building of the second parties is connected to the wall of the first party. Should the second parties remove such stairway, their right to the use of the wall of the first party shall cease, and in that event they must disconnect their building from the wall of the first party on or before six months from the date of abolishment of such stairway.

The first party agrees to keep the wall in repair except such inside repairs as are required on the inside of the building of second parties. The second parties agree to keep

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stairway and hall in their building, adjoining the building of the first party, in repair and suitable for use.

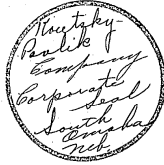
It is also agreed that the second floor of the building of second parties must be constructed on a level with the second floor of the building of the first party.

Should first party extend such north wall of its building higher than the present two stories, then the second parties shall have the right to use one-half of the wall above the second story by paying to the first party one-half of the cost of the part of said wall, so used, should such connection be made at the time of the building of the same. Should such connection be made at a date later than the time of the construction of such wall by the first party, above the second story, then the second parties shall pay one-half of the cost of constructing the portion of the date of making such connection, then each party interested shall choose a competent builder or architect and the two, so chosen, shall choose a third competent person and the three, thus chosen, shall determine what the cost of building such wall would be, at the time of the second parties making connection to the same, and the decision of such arbitrators shall be conclusive upon the parties and, before making such connection, the second parties must make payment of one-half of the amount so determined and found by such arbitrators.

This agreement shall be binding upon the parties hereto and upon their grantees, heirs, devisees, successors and assigns and whenever the term first party or second parties is used in this agreement, it shall mean their respective, grantees, heirs, devisees, successors and assigns.

In witness whereof the parties have hereunto set their hands this 8th day of May, 1926 and the first party has also caused this agreement to be signed by its president and its corporate seal affixed thereto.

In presence of
E. R. Leigh



Koutsky-Pavlik Company
a corporation,
By Joseph Koutsky
Its President
Christian A. Melcher
Nellie F. Melcher

State of Nebraska)
County of Douglas) ss.

On this 8th day of May, 1926, before me, the undersigned, a Notary Public in and for said County, personally came Joseph Koutsky, President of the Koutsky-Pavlik Company, a corporation, to me personally known to be the president and the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Koutsky-Pavlik Company and that the corporate seal of the said Koutsky-Pavlik Company was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha, in said county the date and year last above written.



E. R. Leigh
Notary Public

My commission expires the 22nd day of March, 1932.

State of Nebraska)
Douglas County) ss.

On this 8th day of May, 1926, a notary public in and for said County, personally came the above named Christian A. Melcher and Nellie F. Melcher, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as makers thereof and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

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22117 - OMAHA PRINTING CO., OMAHA



E. R. Leigh

Notary Public

My commission expires March 22, 1932.

Omaha, Nebraska, May 8, 1926

Mr. President:

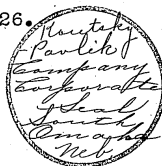
I move you that Joseph Koutsky, President of the Koutsky-Pavlik Company, be given authority to execute agreement with Christian A. Melcher and Nellie F. Melcher, his wife, in such form as said Joseph Koutsky, President, shall decide in behalf of the Koutsky-Pavlik Company, providing for the use by Christian A. Melcher of the north wall of the building of the Koutsky-Pavlik Company situated upon the South Forty feet Of Lot Five in Block Seventy-eight South Omaha, now part of the City of Omaha, Douglas County, Nebraska, in the construction by said Christian A. Melcher of a building upon the North Twenty feet of said Lots Five in Block Seventy-eight South Omaha, now part of the City of Omaha, Douglas County, Nebraska.

Introduced by Joseph J. Pavlik

Seconded by James Koutsky

I, Joseph J. Pavlik, secretary of the Koutsky-Pavlik Company, a corporation, do hereby certify that the foregoing resolution was unanimously adopted at a specially called meeting of the board of directors of the Koutsky-Pavlik Company, had and held on the 8th day of May, 1926, all members being present and voting therefor.

In witness whereof I have hereunto set my hand and affixed the corporate seal of said corporation, this 8th day of May, 1926.



Jos. J. Pavlik

Secretary of Koutsky-Pavlik Company, a corporation.

State of Nebraska)
County of Douglas) ss.

Entered on Numerical Index and filed for record in the Register of Deeds Office of said County, the 11th day of May A.D. 1926 at 10:10 o'clock A.M.

Harry Pearce,

Register of Deeds

Compared by, H&M

6. Affidavit)
Agnes Helen Bosanek)
to)
Whom it May Concern)

KNOW ALL MEN BY THESE PRESENTS, That I, Agnes

Helen Bosanek, (nee Agnes Helen Sramek), now being of lawful age, do hereby ratify, confirm and establish a certain deed of conveyance in which I was one of the grantors, and in which said deed I conveyed my

undivided interest in Lot Ten (10) in Block A, in Morrison's Addition to South Omaha, now part of the City of Omaha, Douglas County, Nebraska; that said deed is dated October 7, 1922, and was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on October 10, 1922, where it appears in Book 479 at Page 325 of the Deed Records of Douglas County, Nebraska.

I further state that I was not yet of full age when I signed said described deed, but have not become of legal age and execute this instrument for the purpose of ratifying and confirming said deed.

In witness whereof I have hereunto set my hand this 8th day of May, 1926.

In presence of:

Agnes Helen Bosanek

John A. Kratky