

# MISCELLANEOUS RECORD No. 32

63339—KLOP & BARTLETT CO., Printing, Lithographing, County Supplies, Omaha.

6. Party Wall Agreement )  
Mary Brandes ✓ )  
to )  
William Newton ✓ )  
and )

WHEREAS, Mary Brandes being the owner of the West fifty (50) feet of Lot seven (7) and the east ten (10) feet of Lot Eight (8) in Block Seven (7) in Forest Hill an addition to the city of Omaha,

Whereas, William Newton being the owner of the east ten (10) feet of Lot Seven (7) and part or all of lot six (6) of Block seven (7) in Forest Hill, an addition to the city of Omaha, and

Whereas the said Mary Brandes proposes and is about to erect a garage extending from the alley and running South Twenty-four (24) feet, contingent to and adjoining the said land of the said Newton, and

Whereas, it is the desire and intention of the said parties hereto that the East Wall of the said Garage to be so built by said Mary Brandes 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 the said parties that said party wall so built shall be of the following dimensions, to wit:

The footings to be three (3) feet wide, under the garage. The wall of the garage to be twelve (12) inches thick of brick, and

Whereas, the said Mary Brandes proposes and is about to erect a retaining wall extending from the Southeast corner of said garage a distance of forty-eight (48) feet South on the line dividing her property from the property of said William Newton, the retaining wall to be not more than one (1) foot thick of concrete, to incline to the west, to have a footing projecting eight (8) inches to the east of dividing line and to extend in height approximately to the top of the lot of said Mary Brandes in which wall she will cause to be put galvanized iron posts not more than eight (8) feet apart to support a line fence, said posts to be furnished by said William Newton, and

Whereas in constructing said garage wall and retaining wall one half thereof shall stand upon the land of said Mary Brandes and one half thereof shall stand upon the land of said William Newton.

Now therefor<sup>o</sup> and in consideration 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 and between said parties that the said Mary Brandes shall have the right and power and authority is hereby granted unto her to enter upon the said premises of said William Newton and remove therefrom the earth contained in the trenches to such depth as shall be required for the improvements she so proposes to build and to construct said walls therein.

It is further agreed by and between said parties that in the event that the said William Newton, his heirs or assigns shall at any time in the future elect to use garage wall or any part thereof as a part of any building hereafter to be constructed by him or them, the said William Newton, his heirs or assigns shall pay to said Mary Brandes, her heirs or assigns an amount equal to one half of the value of said party wall and footing and it is agreed by and between said parties that the value of said wall shall be fixed at its fair market value at the time said William Newton or his heirs or assigns shall elect to use the same for a building.

It is further agreed that if the said Mary Brandes and William Newton can not agree as to the amount so to be paid by said William Newton, his heirs or assigns for the one half of said wall the said amount so to be paid shall be fixed by three competent disinterested persons, one of whom shall be chosen by said Mary Brandes, her heirs or assigns, the other shall be chosen by said William Newton, his heirs or assigns, the two so chosen to choose a third person to whom the matter of fixing said value shall be submitted and the award made by the one as chosen shall be final and binding upon all parties interested and the amount of said award shall be and be held to be a debt due from said William Newton, his heirs or assigns and shall be a lien on the said premises of said

MISCELLANEOUS RECORD No. 32

33339-KLOP & BARTLETT CO., Printing, Lithographing, County Supplies, Omaha.

William Newton until the same is fully paid 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 agreed that this contract shall be and remain binding upon themselves, their heirs or assigns, and shall be and remain an appurtenance to the said lots of the parties respectively.

In Witness Whereof, we have hereunto set our hands this 22nd day of April 1914.

In presence of

Walter Brandes

Mary Brandes

Mary E. Newton

William Newton

The State of Nebraska)

Douglas County )

SS

Be it remembered that on this 23 day of April A.D. 1914 before me a Notary Public in and for said County and State personally came Mary Brandes and William Newton personally known to me to be the identical persons who signed the foregoing instrument as parties thereunto and acknowledged the same to be their free act and deed for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and seal the date last above written.

Lucien F. Hale

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 5th day of May 1914 at 2.53 o'clock P.M.

Frank W. Bandle,

Register of Deeds,

Compared by T. E. K.



\*\*\*\*\*

1. Appointment of Agent

Fleischmann Yeast Company

to

The Auditor of Public Accts.

) KNOW ALL MEN BY THESE PRESENTS, that the Fleischmann Yeast  
) Company a corporation incorporated under the laws of the  
) State of Kansas, with its principal office at Topeka, Kan-  
) sas, and also having and maintaining an office within the  
) State of Nebraska, located at #1612 Chicago Street, in

the City of Omaha, hereby appoints the Auditor of Public Accounts of the State of Nebraska, our true and lawful attorney upon whom all lawful process in any action or proceeding against the Company may be served with the same effect as if the Company existed in this state.

And it is hereby strictly agreed on the part of the company that any lawful process against said company which is served on said attorney, shall be of the same legal force and validity as if served on the company and that this authority shall continue in force as long as any liability remains outstanding against the Company in the State of Nebraska.

Witness my signature this 21st day of April 1914.

Chas J. Christie, President

State of Ohio)

Hamilton County )

SS

Before me, a Notary Public in and for Hamilton County, in the State of Ohio, personally appeared Chas J. Christie, known to me to be the president of The Fleischmann Yeast Company of Kansas, and acknowledged the signing of the above instrument.

Witness my hand and Notarial seal this 21st day of April 1914.

Frank Holzhalb

Notary Public in and for Hamilton County, Ohio.

