

A G R E E M E N T

THIS AGREEMENT, Entered into in duplicate this 43rd day of July, 1947 by and between J. I. CASE COMPANY, a Wisconsin Corporation, First Party, and ORCHARD & WILHELM COMPANY, a Nebraska corporation, Second Party, and upon the conditions, provisions and terms as hereinafter stated and agreed:

1. Second Party is the owner of Lot Three (3), Block D, in the original City of Omaha, as surveyed, platted and recorded.
2. First Party is the owner of Lot Six (6), Block D, of the original City of Omaha, and which lot adjoins the lot above described of Second Party, along and upon the south line of said Second Party's lot, to-wit, Lot 3, Block D, original City of Omaha, as surveyed, platted and recorded.
3. First Party's north wall, constructed entirely upon Lot 6, Block D, original City of Omaha, is ten and three-quarter inches (10 3/4") south of the boundary lines between Second Party's above-mentioned real estate, to-wit, Lot 3, Block D, original City of Omaha, and First Party's real estate, to-wit, Lot 6, Block D, original City of Omaha, as surveyed, platted and recorded, and that said Lot 6, Block D is Sixty-six feet (66') wide, east and west.
4. Second Party is now constructing a garage on its property, to-wit, Lot 3, Block D, original City of Omaha, and desires to use as its south wall the said north wall of First Party's building on said Lot 6, Block D, and First Party agrees subject to the terms, conditions and provisions hereinafter stated, that said First Party may have the use of said north wall of First Party's building for the stated consideration to be hereinafter named, and the use of the said area between Second Party's lot line and First Party's north wall, to-wit, a space

10 3/4 inches wide and 66 feet long, and as high or at the elevation that is required by Second Party in its construction of said garage building to abut and construct a cantilever roof from its said building over and onto the north wall of First Party's building.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for the special consideration of the sum of Twenty-five (\$25.00) Dollars per year, paid by Second Party to First Party for the use of said space, and the said wall, together with the necessary joinders thereon and thereto, said \$25.00 to be paid by Second Party to First Party simultaneously with the execution of this Agreement, and in advance, for the year ensuing, from the date of this Agreement, and a like payment of Twenty-five (\$25.00) Dollars, pursuant to the terms, conditions and provisions of this Agreement, in advance on the anniversary date of this said Agreement and for so long as it is agreed herein,

WITNESSETH:

5. First Party does hereby agree with Second Party that Second Party shall have the use and occupancy of the said space hereinabove described, to-wit, 10 3/4 inches wide and 66 feet long, being the north 10 3/4 inches of Lot 6, Block D, original City of Omaha, and further agrees that said Second Party may attach its said building now being constructed on Lot 3, Block D, original City of Omaha, to First Party's north wall, situated on Lot 6, Block D, original City of Omaha, and to corbel out the south end of the west wall of the said Second Party's garage to meet the north wall of First Party's building, and to cantilever Second Party's roof construction to meet and flash against First Party's north wall, and First Party further agrees that Second Party, during the life of this Agreement shall have

and use First Party's north wall as the south wall of Second Party's garage building.

6. Second Party agrees with First Party that it will skillfully and in workmanlike manner join its said cantilever roof onto and against the north wall of First Party's building situated as described above, with as slight damage to the said north wall as is proper and consistent with good construction methods, and pay all costs in connection with the said joining of said two structures.

7. First Party further agrees to and does hereby permit Second Party to make such construction of the proper material for the purpose of closing the ends of said 66 foot strip, 10 3/4 inches wide, and at such elevation as is required by Second Party to meet Second Party's roof.

8. It is hereby further agreed by the parties hereto that this Agreement shall run for a period of twenty-five (25) years from the date of the execution hereof, however, upon the express condition that either party hereto may cancel this Agreement at any time subsequent to three years from the date of execution hereof, upon a written notice to the other party, said notice to be given to said other party by the party desiring to cancel said Agreement six (6) months prior to the date of cancellation. It being the express intention of the parties hereto, and so agreed, that for the period of three (3) years commencing with the date of the execution of this Agreement, First Party will not attempt to or cancel this Agreement.

9. The parties further agree that this Agreement shall continue in force from year to year during the twenty-five (25) year period, unless otherwise terminated by cancellation in the

method hereinabove provided, and that no renewal of this Agreement is required each year, so long as Second Party pays to First Party the said stated consideration of Twenty-five (\$25.00) Dollars per year in advance, and faithfully complies with all other conditions expressed herein.

10. Second Party agrees to and does hereby undertake with First Party to save First Party harmless, during the life of this Agreement, from all damages to third persons or their property by reason of said construction and joinder onto First Party's building, all as above described herein.

11. Second Party agrees that upon the termination of this Agreement as provided for herein, either by lapse of time or cancellation, Second Party will restore to its original condition the wall to which it is joining on to as provided for in this Agreement, and will detach and remove its said roof which extends over the ground of the first party.

12. Second Party further agrees to comply with all of the ordinances of the City of Omaha affecting said construction and maintenance and also any state law affecting the same subject matter, providing there is such a state law.

13. It is further agreed by the parties hereto that in the event that either of the said buildings are destroyed by fire or other casualty, to-wit: the Orchard & Wilhelm Company building or the Case Building, that there is and shall be no liability on the part of either party hereto to restore its building.

14. It is further understood and agreed that the foregoing contract is not to be considered as a Party Wall Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their proper officers to execute this Agreement, and place thereon



Attest: [Signature]
Secretary

J. I. CASE COMPANY
St. Louis, Mo.
By [Signature]
Its President
Vice

Attest: [Signature]
Secretary

ORCHARD & WILHELM COMPANY, a corporation, Second Party
By [Signature]
Its President
Vice

STATE OF WISCONSIN)
)
COUNTY OF WISCONSIN) SS.

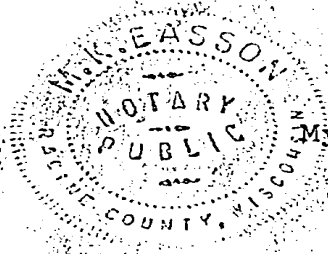
W. L. Clark, being first duly sworn, deposes and says that he is the ¹⁶⁸President of J. I. Case Company, a corporation, First Party, that he executed the foregoing Agreement on behalf of said corporation and that said act was his voluntary act and the voluntary act and deed of said corporation.

W. L. Clark
Vice President

Subscribed and sworn to before me this 23rd day of July, 1947.

M. K. Easson
Notary Public

My commission expires January 29th 1950.



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

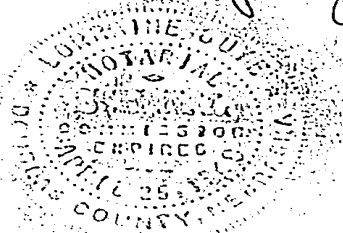
CARLETON P. SWILER, being first duly sworn, deposes and says that he is the Vice President of Orchard & Wilhelm Company, a corporation, Second Party, that he executed the foregoing Agreement on behalf of said corporation and that said act was his voluntary act and the voluntary act and deed of said corporation.

C. P. Swiler

Subscribed and sworn to before me this 2nd day of July, 1947.

Lorraine Guye
Notary Public

My commission expires April 25, 1948



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INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 2.65-
1 ON August 19 47 AT 3 24 P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS