

Bill in the
ty, Nebraska,
in hundred and
nded April 30th
at page 507
subject to a
dred (\$600) dollars
er and George
is upon the
um of six hun-
th 1893, due
rest at seven
was recorded

hereunto set
A.D. 1893.
Ernest
H. Ernest

th day of May
efore me, a
c, in and for
e above named
r who are
the identical
ed to the above
acknowledged
tary act and

l the date aforesaid.
une
story Public.

1, Mycaeth.
Register of Deeds.

3 Anna M. Goodrich

J. B. Kitchen

Original.

Party Wall agreement.

Issued in duplicate.

Whereas, J. B. Kitchen is
the owner of and now has and holds the
legal title to the east 22 ft of lot three (3)
in block one thirty-eight (138) in the City of
Omaha, County of Douglas, State of Nebraska,
and Whereas, Anna M. Goodrich is the
owner of and now has and holds the legal
title to the middle one third of lot three
(3) in block one thirty-eight (138) in the City of
Omaha, County of Douglas, State of Nebraska,
and Whereas, said J. B. Kitchen proposes ^{and}
is about to erect a five story brick build-
ing on the rear part of his said land so con-
tiguous and adjoining to said land of said
Anna M. Goodrich, and Whereas, it is the
desire and intention of the said parties hereto
that the west wall of the building to be so
built by said J. B. Kitchen 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 said parties that said party
wall so to be built shall be fifty two feet
long and of the ^{following} dimensions, to-wit:

- (1) The basement wall shall be of brick and
not less than 24" twenty-four inches thick.
 - (2) The first story wall and the second story
wall shall be of brick and not less than
20" twenty inches thick, and (3) the third, fourth and
fifth story walls shall be 16" sixteen inches thick.
- Whereas, in constructing said wall one half thereof
will stand upon the land of said J. B. Kitchen
and one half thereof will stand upon the land of
said Anna M. Goodrich, therefore for and in con-
sideration 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 said J. B. Kitchen shall have the right and power and authority is hereby granted unto him to enter upon the said premises of said Anna M. Goodrich and remove therefrom the earth necessary to build said party wall to such depth as shall be required for the basement of the building he so proposes to build.

And it is further agreed by and between said parties that in the event that said Anna M. Goodrich her heirs or assigns shall at any time in the future elect to use said wall or any part thereof as a part of any building hereafter to be constructed by her thereon, the said Anna M. Goodrich, her heirs, ^{or assigns} shall pay to said J. B. Kitchen his heirs or assigns, an amount equal to one half of the value of that part of said party wall, which said Anna M. Goodrich so elects to use, and it is agreed by and between said parties, that the value of that part of the wall so used shall be equal to what a new wall of the same dimensions would cost at that time; and it is further agreed that if said J. B. Kitchen and said Anna M. Goodrich cannot agree as to the amount so to be paid by said Anna M. Goodrich her heirs or assigns, for the one half of said wall, the said amount so to be paid shall be fixed by three competent disinterested parties, one of whom shall be chosen by said J. B. Kitchen his heirs or assigns, the other shall be chosen by Anna M. Goodrich her heirs or assigns; the two so chosen shall choose a third person, to whom the matter of fixing said value shall be submitted and the award made by the person so chosen shall be final and binding upon all parties interested and the amount of said award shall be and shall be held to be a debt due from said Anna M. Goodrich her heirs or assigns, and shall be and remain a lien on the said premises of said Anna M. Goodrich, until the

aid J. B. Kitchen
and authority
upon the said
he and remove
to build said
hall he required
of he so proposes

between said
Anna M.
hall at any
said wall on
my building
her thereon, the
shall pay
assigns, and
the value of
which said
use, and it is
that the value
ed shall be
the same dimen-
and It is

J. Kitchen and
agree as to the
Anna M. Good-
one half of said
aid shall be
ed parties, one of
J. B. Kitchen his
be chosen by
gms; the two so
son, to whom
shall be sub-
the person so
ding upon acc-
r of said award
be a debt due
heirs or assigns,
on the said
ch, until the

same is full paid.

And it is agreed that no liability is hereby
created unless said J. B. Kitchen build the
building so proposed.

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 further agreed that said J. B.
Kitchen shall have the right to build 14 win-
dows in said party wall, under the condition
that said J. B. Kitchen will fill up said
said window openings with a brick wall
of same thickness as adjoining wall above
described as soon as said Anna M. Goodrich
elects to use said wall.

And it is agreed that this contract shall be
and remain binding upon the heirs or assigns
of said parties and shall be and remain an
appurtenance to the said lots of the said parties
respectively.

In witness whereof, we have hereunto set our
hands this first day of July 1891.

In presence of } Anna M. Goodrich
J. K. Coulter. } James B. Kitchen

Douglas County } ss. On this second day of May,
Nebraska } one thousand eight hundred and
ninety-three, personally appeared
before me a Notary Public in & for the within
County, the above named Anna M. Goodrich, and
James B. Kitchen, personally known to me to be
the identical persons whose names are affixed to
the foregoing instrument, and they acknowledged
the same to be their voluntary act and deed.



D. J. O'Donahoe
Notary Public

Entered on Numerical Index
by Recorded May 12th A.D.
1893 at 12⁰⁰ O'clock P.M.

J. A. Mezath,
Register of Deeds.