

The State of Nebraska } ss
Douglas County }

On this Sixteenth day of March A.D. 1885
before me, a Notary Public in and for said County, personally
came the above named Joseph Kavan and Jan. y Kavan
Husband and wife who are personally known to me to be the
identical persons whose names are affixed to the above Deed as
grantors and personally acknowledged the Instrument to be
their Voluntary act and deed.



Witness my hand and Notarial Seal the date of foresaid

Henry A. Westfield

Notary Public in and for said County

Entered in Numerical Index
and Recorded May 23^d A.D. 1885 } Et
at 10/4 o'clock A.M.

H. J. Leavitt

County Clerk

4 George Warren Smith & William E. Clarke
This Agreement made and entered into
this Nineteenth day of March A.D. 1885 by and
between William E. Clarke of Omaha Nebraska
party of the first part and George Warren
Smith of the City and State of New York by his attorney in
fact Benjamin F. Smith, party of the second part
Witnesseth, That whereas the said William E. Clarke
is now the owner of the East thirty three feet of Lot
Six in Block One hundred and thirty Eight in the City
of Omaha Douglas County State of Nebraska as surveyed
and platted and the said George Warren Smith is the
owner of Lot Seven in said Block and adjoining said
Clarke's lot on the East and whereas said William E.
Clarke desires and is about to build upon his said
Lot a Four Story Brick Building with Basement
and whereas, he desires to build the East wall thereof
on the East line of his lot so that said wall may
be used by and thereby become a benefit to said
George Warren Smith his heirs or assigns whenever he or
they shall elect to build thereon. Now Therefore for
and in consideration of the mutual benefit accruing
to each of the ^{said} parties growing out of the covenants

and agreements hereafter set forth and the payment each to the other of One dollar the receipt whereof is hereby acknowledged. It is hereby promised and agreed by and between said parties that the said Clarence is constructing the East wall of his proposed building and for that purpose shall have the right to enter upon the said lot of said Smith and excavate for and build the foundation and the East wall of his said building so that one half thereof shall stand upon his own lot and the other half thereof shall stand upon the lot of said Smith and the said wall shall thereby become a party wall, and the said William E. Clarke his heirs and assigns shall have the right to peacefully and lawfully enjoy said party wall, and it is also further agreed that said George Warren Smith his heirs and assigns shall have the right to peacefully and lawfully enjoy said party wall and build upon and connect with the same whenever he or they may desire or elect to do so, and said Smith his heirs or assigns shall pay to said Clarke his heirs or assigns, one equal half of the value thereof at such time as said Smith his heirs or assigns shall connect with or use the same, and in such proportion to the one half of said wall and basement thereof as the length and height of the portion used, or connected with shall bear to the whole length and height of said wall, and to pay the same when such building shall be roofed in or under cover, the value of the portion so used and to be paid for shall be fixed and determined at the time said Smith his heirs or assigns shall commence to use said wall in the construction of a building on said lot. And if said parties cannot agree as to the fair value of the portion of said party wall and foundation so used, the same shall be submitted for determination to two experienced Contractors and builders of mason or brick work residents of Omaha, one to be chosen by each of said parties hereto, and if they cannot agree they to select a third builder of good standing and acknowledged integrity in Omaha and the decision of the three builders so selected shall be final.

It is mutually understood and agreed by and between said parties that this agreement shall remain so long as said building or wall lasts, and in case of any injury to said party, wall at any time, either of said parties shall have equal right to enter the premises and repair or rebuild the same. It is the agreement that said party, wall shall be well built of good material and of sufficient size and strength suitable for the kind of building to be so erected by said Clarke hereinbefore described, and that said party, wall and this agreement shall pass to and be binding upon the heirs and assigns of the respective parties.

Witness our hands the day and year above written
 In presence of
 Joseph R. Churchill
 Witness
 J. D. Clarke

George Warren Smith
 By Benjamin F. Smith
 his attorney in fact.
 Melvin B. Clarke
 By A. M. Clarke
 his attorney in fact

State of Massachusetts } ss
 County of Suffolk }

On this 19th day of March A.D. 1885 personally appeared before me a Notary Public in and for the County of Suffolk, the above named Benjamin F. Smith whom I know to be the identical person described in and who executed the foregoing instrument as attorney in fact of George Warren Smith and he duly acknowledged the same to be his voluntary act and deed and the voluntary act and deed of his principal George Warren Smith.

In Testimony Whereof I hereunto set my hand and Notarial Seal the date aforesaid.



Joseph R. Churchill
 Notary Public

State of Nebraska } ss
 County of Saffy }

On this twenty-fourth day of April A.D. 1885 personally appeared before a Notary Public in and for said County of Saffy the above named A. M. Clarke whom I know to be the identical person described in and who executed the foregoing instrument as attorney

in fact of William E. Clarke and he duly acknowledged the same to be his voluntary act and deed and the voluntary act and deed of his said principal. W. E. Clarke.

In testimony whereof I hereunto set my hand and official seal the date aforesaid.



J. D. Clarke
Notary Public

Entered in Numerical Index
(and) Recorded May 23 1885
at 10 1/4 o'clock a. m.

H. I. Leavitt

County Clerk

5 J. B. Kitchum | This agreement made and entered
Wm E. Clarke | into this twenty fourth day of
May 1885. by and between William
E. Clarke, of Omaha Nebraska a party
of the first part, and J. B. Kitchum of the same place
and state. party of the second part.
Witnesseth, That whereas the said William E. Clarke
is now the owner of the East thirty three feet of Lot
six in Block One hundred and thirty Eight in the
City of Omaha, Douglas Co. State of Nebraska, as surveyed
and platted, and the said J. B. Kitchum is the owner
of the west thirty three feet of said lot and said
block adjoining said Clark's lot on the west, and
whereas, said William E. Clarke desires and is about
to build upon his said lot a four story brick Building
with Basement, and whereas he desires to build the
west wall thereof on the west line of his lot so that
said wall may be used by and thereby become a benefit
to said J. B. Kitchum his heirs or assigns whenever he or
they shall elect to build thereon.
Now therefore for and in consideration of the mutual
benefit accruing to each of the said parties growing out
of the covenants and agreements hereinafter set forth
and the payment to each of one dollar the receipt
whereof is hereby acknowledged. It is hereby promised
and agreed by and between said parties that the said
Clarke in constructing the west wall of his proposed