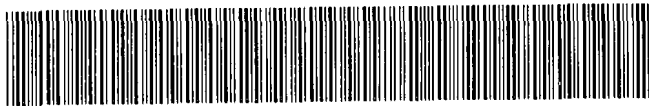




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PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT (the "**Agreement**") is made and entered into as of June 24, 2011 by and between 510 Old Market, LLC, a Nebraska limited liability company (the "**Company**") and Amy Waskel and Lucy Kendzior, Co-Trustees of the Lucile A. Schaaf Revocable Trust (collectively, the "**Trustee**").

WHEREAS, the Company owns certain real estate and improvements legally described as Lot 3, Lucile Schaaf's Corner, an addition to the City of Omaha, Douglas County, Nebraska ("**Lot 3**"); and

WHEREAS, the Trustee owns certain real estate and improvements legally described as Lot 2, Lucile Schaaf's Corner, an addition to the City of Omaha, Douglas County, Nebraska ("**Lot 2**"); and

WHEREAS, the building located on Lot 3 (the "**Company Building**") is physically connected to the building located on Lot 2 (the "**Trustee Building**") by a common building wall; and

WHEREAS, the Company and the Trustee desire to establish their rights and obligations with respect to the maintenance and repair of the common building wall located between the Company Building and the Trustee Building.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Party Wall.**

(a) **Party Wall Declaration.** The parties hereby declare that the existing wall between the Company Building and the Trustee Building, as depicted on Exhibit "A" attached hereto and incorporated herein by this reference, shall constitute and remain a party wall (together with any additions, extensions or modifications thereto, the "**Party Wall**").

(b) **Use of Party Wall.** The Company and the Trustee shall have the right to use the Party Wall jointly with each other and for the maintenance of the existing building support structure of the Company Building and the Trustee Building and for insertion or attachment of beams and other structural or finishing materials, or in any other lawful manner as a party wall for the benefit of and support of any building now or

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subsequently constructed on Lot 3 or Lot 2, respectively, subject, however, to the terms and conditions of subparagraphs 1(c) through 1(h), inclusive, of this Agreement. The Company and the Trustee each agree that its use of the Party Wall shall not in any way injure or impair the adjoining Trustee Building or the adjoining Company Building, as the case may be, and shall not impair the Party Wall benefits and support to which the adjoining Trustee Building or adjoining Company Building, as the case may be, is entitled, unless the other party consents in writing to such use which consent may be withheld in such party's sole discretion.

(c) **Access to Repair and Maintain Party Wall.** So long as the Party Wall exists and this Agreement is in effect, the Company and the Company's employees, agents and contractors shall further have a license to enter onto the existing walks, drives, parking and landscaping areas on Lot 2 and into those portions of the Trustee Building depicted on the attached Exhibit "A" for the purpose of repairing and maintaining said Party Wall and for such other purposes as may be necessary to otherwise carry out the terms of this Agreement. So long as the Party Wall exists and this Agreement is in effect, the Trustee and the Trustee's employees, agents and contractors shall further have a license to enter onto the existing walks, drives, parking and landscaping areas on Lot 3 and into those portions of the Company Building depicted on the attached Exhibit "A" for the purpose of repairing and maintaining said Party Wall and for such other purposes as may be necessary to otherwise carry out the terms of this Agreement. The use of such right of entry and license shall not materially impair the use of adjacent hallways, corridors, doors, walks and drives for pedestrian ingress and egress to and from the Company Building and the Trustee Building.

Any construction and repairs with respect to the Party Wall shall be at reasonable hours and done at times and in a manner so as to minimize any interference with or disruption of the other party's use of its property.

(d) **Openings in the Party Wall.** Neither the Company nor the Trustee shall make or provide openings in the Party Wall (other than those that exist as of the date hereof) of any nature whatsoever without the prior written consent of the other party, which may be withheld in such party's sole discretion.

Either party may elect to have the basement opening closed off by a fire door at any time and each party may place a lock on the fire door to prohibit access to said party's property through the fire door, provided however that for any period during which the basement of Lot 3 or any part thereof is being leased to the owner, tenant or other occupant of Lot 2, said lessee shall be provided with a key or other means of access to the basement of Lot 3 through the fire door. The basement opening may be closed off in any other manner only with the prior written consent of the other party, which consent may be withheld in such party's sole discretion.

Either party may elect to close off the closet opening in the Party Wall on the ground floor at any time.

The parties shall share equally in the cost of placing a fire door in or otherwise closing off a Party Wall opening, except that each party shall bear its own costs for the interior wall and finish of such party's side of the Party Wall and or any locks to be placed on a fire door by the party. Any fire door or other materials used to close off any Party Wall

opening shall be a part of the Party Wall and subject to all provisions contained herein.

(e) **Additions or Extensions to Party Wall.** The Company and the Trustee shall each have the right to add to or extend the Party Wall in width or height, but not length; provided, however, that any added thickness or height in and to the Party Wall shall not be placed on the Company Building or the Trustee Building, respectively, without the prior written consent of the Company or Trustee, as the case may be, which consent may be withheld in such party's sole discretion. Furthermore, any addition or extension to the Party Wall shall not injure the adjoining Company Building or adjoining Trustee Building, as the case may be, and shall not impair the Party Wall benefits and support to which the adjoining Company Building or the adjoining Trustee Building, as the case may be, is entitled. All work performed in connection with the additions or extensions to the Party Wall shall be performed in a good and workmanlike manner and in accordance with all applicable governmental laws, ordinances, regulations and building codes at the sole expense of the party making the addition or extension, except as may otherwise be agreed to, in writing, by the parties.

Any injury or damage to Lot 3, the Company Building, Lot 2, or the Trustee Building caused by, resulting from, or in any manner arising out of any addition or extension of the Party Wall shall be remedied at the sole expense of the party making such addition or extension.

If the Party Wall is added to or extended by either the Company or the Trustee, each of the Company and the Trustee shall have the right to use the Party Wall as so modified for any proper purposes for which the addition or extension may be made, to the full extent of the width, and height of the Party Wall as modified or extended and in the same manner as the Company and the Trustee are entitled under this Agreement to use the Party Wall as it exists on the date of the execution of this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, the Party Wall shall not be extended in length into that part of Lot 3 which comprises the courtyard as of the date of this agreement, unless agreed to by the parties in writing, and, the openings or arches in the portico on the northeast corner of the courtyard shall not be filled in or closed off in any manner without the consent of the Trustee.

(h) **Damage, Repairs and Maintenance.** The Party Wall shall be maintained and kept in good repair at all times and in compliance with all applicable governmental laws, ordinances, regulations and building codes by both the Company and the Trustee and at a cost to be equally shared by the Company and the Trustee except as otherwise provided for in this Agreement.

Should the Party Wall be damaged or destroyed by any intentional or unintentional act or omission of the Company or the Trustee, as the case may be, the Party Wall shall be repaired or rebuilt at the expense of the party causing such damage or destruction.

Should the Party Wall at any time while in use by both the Company and the Trustee, as described in this Agreement, be damaged or destroyed by any cause other than the act or omission of the Company or the Trustee, the Party Wall shall be repaired or rebuilt at a cost to be shared equally by the Company and the Trustee. Any repairing or rebuilding of the Party Wall shall be of the same or similar material and of the same

quality as that used in the original Party Wall or part of the Party Wall and shall be repaired in a manner that provides the same or similar structural support to the Company Building and to the Trustee Building, unless otherwise agreed to by the other party. The rights of the Company and the Trustee with respect to a rebuilt Party Wall shall be the same as their rights as set forth in this Agreement with respect to the original Party Wall.

All work performed in connection with the repairing or rebuilding of the Party Wall shall be performed in a good and workmanlike manner and in accordance with all applicable governmental laws, ordinances, regulations and building codes.

(i) **Indemnity.** Each of the parties agrees to indemnify the other against the party's share of the liability for injury or personal or property damage arising from or in connection with the maintenance and repair of the Party Wall undertaken pursuant to paragraph 1 of this Agreement. And, each party agrees that it will not permit a mechanic's lien to be filed against the other party's property, when such other party is not liable for the work done or where such other party has already paid its portion of the liability for the work done.

(j) **Insurance.** Each party shall maintain its own casualty insurance in the full insurable value of the Company Building and the Trustee Building, respectively, which shall cover the party's interest in the Party Wall.

2. **Representations.** The Company warrants that it owns Lot 3 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreements referred to herein. The Trustee warrants that it owns Lot 2 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreements referred to herein.

3. **Binding Obligations.** All of the covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto, and their respective successors, assigns, grantees, representatives, tenants and invitees; provided, however, that if the Party Wall is substantially destroyed and is not rebuilt and no plans for reconstruction have been made within one (1) year from the date of such destruction, this Agreement shall automatically terminate and be of no further force and effect.

4. **Enforcement.** The provisions of this Agreement may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Agreement by any party shall give the other party the right to cancel, rescind or otherwise terminate this Agreement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.


5. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement constitutes the entire and final agreement among the parties and there are no agreements, understandings, warranties, or representations among the parties except as set forth in this Agreement. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such

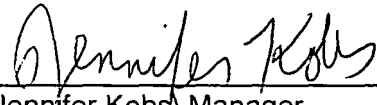
provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to that provision as is possible and be legal, valid, and enforceable. This Agreement may only be modified, amended or terminated by a written amendment signed by the then current fee simple owner of Lot 3 and the then current fee simple owner of Lot 2.

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IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and date first above written.

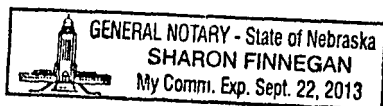
510 Old Market, LLC, a Nebraska limited liability company

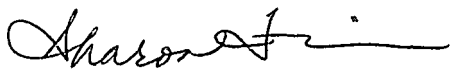
By: 
Brian Kobs, Manager

By: 
Jennifer Kobs, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of June, 2011, by Brian Kobs and Jennifer Kobs, the managers of 510 Old Market, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

The Lucile A. Schaaf Revocable Trust

By:

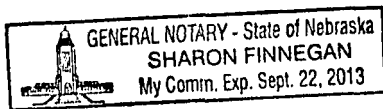
Amy Waskel
Amy Waskel, Co-Trustee

By:

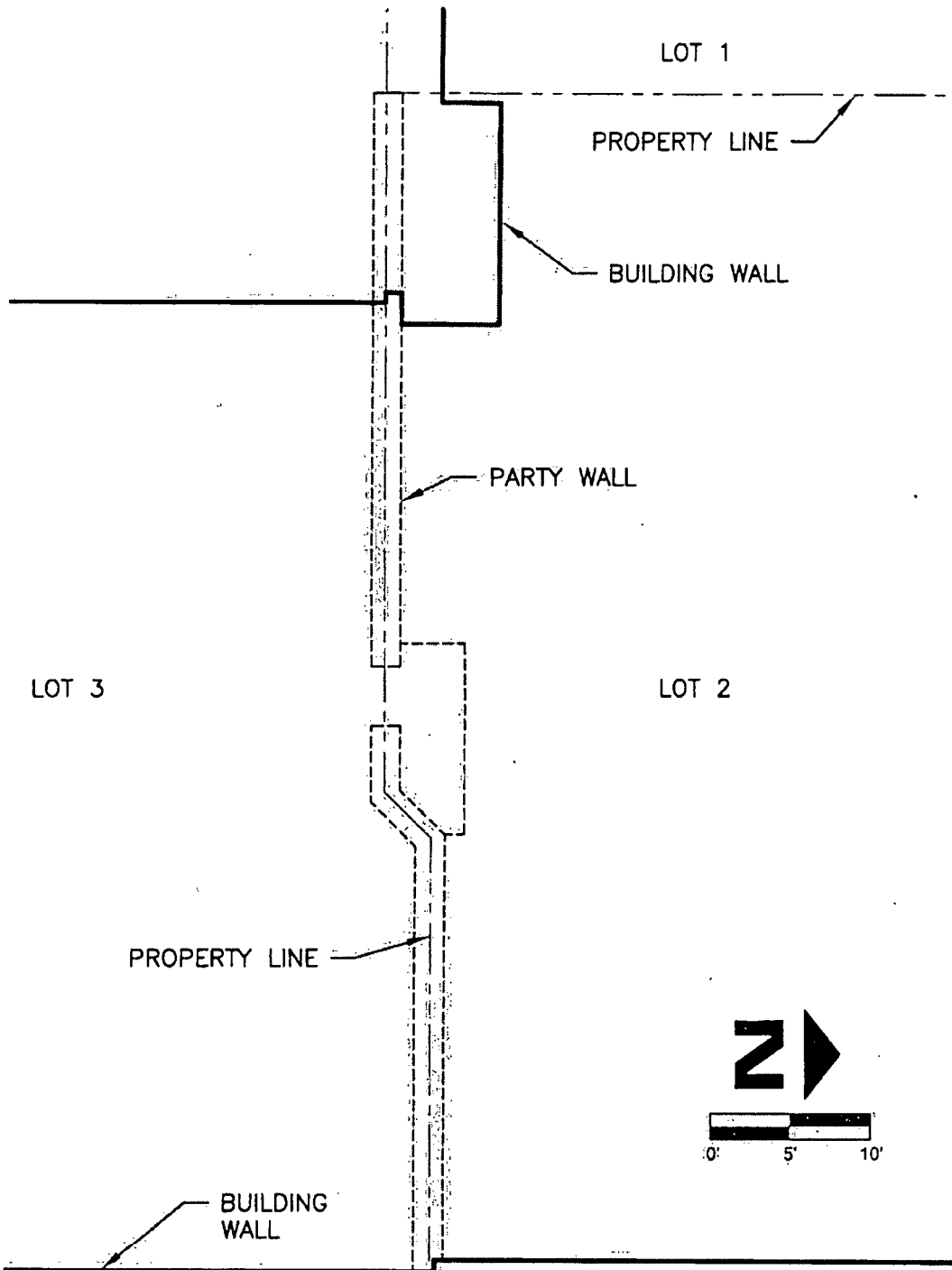
Lucy Kendzior
Lucy Kendzior, Co-Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of June, 2011, by Amy Waskel and Lucy Kendzior, Co-Trustees of the Lucile A. Schaaf Revocable Trust, on behalf of said Trust.



Sharon Finnegan
Notary Public



LEGAL DESCRIPTION

LOTS 1, 2 AND 3, LUCILE SCHAAF'S CORNER, DOUGLAS COUNTY, NEBRASKA.



Job Number: 1649-114-1

thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 6/24/2011

Drawn By: MRS

Reviewed By: JDW

Revision Date:

EXHIBIT A

Book
Page