

AGREEMENT

Partition Fence Agreement made as of this 3rd day of September, 1982, between J. Bernard Conway and Margaret P. Conway of 673 North 57th Street, City of Omaha, County of Douglas, State of Nebraska, herein collectively referred to as "Party of the First Part" and 38th Street Joint Venture, a Nebraska joint venture with its principal place of business in the City of Omaha, County of Douglas, State of Nebraska, herein referred to as "Party of the Second Part".

RECITALS

1. Party of the First Part is the owner of the following described real estate:

/ West Fifty-Five (55) feet of the East Eighty-Three (83) feet of the North One Hundred Seventy-Seven (177) feet of Lot Two (2), Block Twelve (12), West Omaha Addition to the City of Omaha, Douglas County, Nebraska together with the North Half (N 1/2) of the vacated alley adjoining on the South of that portion of Lot Two (2), Block Twelve (12) described above.

2. Party of the Second Part is the owner of the following described real estate:

West Eighty-Two (82) feet of the North One Hundred Seventy-Seven (177) feet of Lot Two (2), Block Twelve (12), West Omaha Addition to the City of Omaha, Douglas County, Nebraska together with the North Half (N 1/2) of the vacated alley adjoining on the South of that portion of Lot Two (2), Block Twelve (12), described above, now known as Lots 1 to 8, both inclusive, in Victoria ROW, an Addition to the City of Omaha, Douglas County, Nebraska

3. The aforesaid property of the parties is bounded by a common North-South boundary.

4. The parties desire to bind themselves, their heirs and assigns to an Agreement for the construction and maintenance of a partition fence so that their properties may hereafter be separated by a good and sufficient fence and they and any future owners of their properties will have clearly defined duties with respect to the maintenance of that fence, all to the end that good relations between owners and tenants of the respective properties may be maintained.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Party of the Second Part covenants, for itself, its legal representatives and assigns to erect and maintain a division fence on the property of the Party of the First Part, which shall be located approximately parallel to, and within four feet of, the above mentioned common boundary line. In addition, Party of the Second Part covenants to properly landscape and maintain the property on its side of the fence. Nothing herein contained shall be construed to require Party of the Second Part to maintain the retaining wall upon which said fence sits. Neither the maintenance nor the possession of the property belonging to Party of the First Part shall be the basis of a claim of adverse possession.

2. The fence to be erected and maintained pursuant to this Agreement shall be a good, lawful and sufficient fence Six (6) feet in height and shall be a board on board dog-eared cedar fence of substantial construction.

3. Party of the Second Part agrees to maintain the fence in good condition and, when necessary, repair the fence. Any repair or rebuilding of the fence shall be on the same location as the original, and of the same height and density, and of the same material and of the same quality as that used in the original fence.

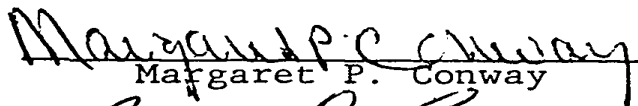
4. Party of the First Part agrees to permit any reasonable entry or encroachment by the Party of the Second Part where necessary for the construction, maintenance or repair of the agreed upon fence.

5. This Agreement supercedes and replaces in its entirety the Agreement between the Party of the First Part and Designer Homes, Inc. dated May 6, 1981 and recorded in Book 651, Page 393 of the Miscellaneous Records, Register of Deeds of Douglas County, Nebraska.

6. This Agreement, and the right and duties hereunder shall bind and inure to the benefit of the parties, their heirs, legal representatives and assigns.

7. This Agreement shall be considered a covenant running with the land of each party hereto and permanently binding and benefiting the property of each party.

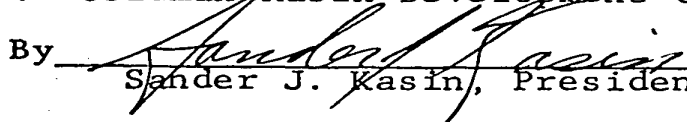
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


Margaret P. Conway


J. Bernard Conway

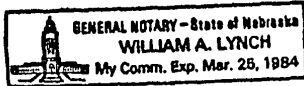
38th STREET JOINT VENTURE

By: Goldman Kasin Development Company

By: 
Sander J. Kasin, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of September, 1982, before me, a Notary Public in and for such County, personally came Margaret P. Conway and J. Bernard Conway, to me known to be the identical persons whose names are affixed to the above and foregoing Agreement and acknowledged the execution of such instrument to be their voluntary act and deed.

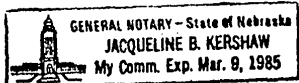


William A. Lynch

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3 day of September, 1982, before me, a Notary Public in and for such County, personally appeared Sander J. Kasin, to me personally known, who, being by me duly sworn, did say that he is the President of Goldman-Kasin Development Company, a member of 38th Street Joint Venture, executing the above and foregoing Agreement; that said Agreement was signed and sealed on behalf of said joint venture; and that Sander J. Kasin acknowledged the execution of said Agreement to be the voluntary act and deed of said joint venture, by it and by them voluntarily executed.



Jacqueline Kershaw

Notary Public

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