

## PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 1964, by and between the Apex Investment Company, a Nebraska corporation (hereinafter called the "Seller"), and David W. Mossman and Harland L. Mossman (hereinafter called the "Purchasers"),

## WITNESSETH:

WHEREAS, the Seller is the owner of Lot 22, Block 3, Briggs Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and the Purchasers are about to buy from the Seller a portion of the above-described property, upon which there is located a building which shares certain common walls with an adjoining building of the Seller; and

WHEREAS, the parties hereto desire that said adjoining walls of the said building of the Purchasers shall be and remain a party wall.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency which is acknowledged, it is covenanted and agreed by the parties hereto, their heirs, executors, administrators, successors, and assigns that the walls on that part of Lot 22, Block 3, Briggs Place, an Addition to the City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the Southwest corner of said Lot 22; thence East along the South line of said Lot 22, 33.7 feet; thence North 17.0 feet; thence West .33 feet to Center line of a party wall; thence North along the Center line of party wall 43.0 feet; thence West along Center line of a party wall 29.17 feet to a point being 4.5 feet East of the West line of said Lot 22; thence North 46.8 feet to a point on the North line of said Lot 22 and 4.7 feet East of the Northwest corner of said Lot 22; thence West 4.7 feet along the North line of said Lot 22 to the Northwest

corner; thence South along the West line of said Lot 22, 106.5 feet to the point of beginning,

which adjoin and abut existing structures situated upon the remaining portion of Lot 22, Block 3, Briggs Place, an Addition to the City of Omaha, Douglas County, Nebraska, shall constitute party walls and the Seller shall have the right to use said party walls jointly and in common with the Purchasers.

It is further covenanted and agreed by the parties hereto that should the said party walls at any time while in the use of both parties as aforesaid be injured by other cause than the act of negligence of either party, the same shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such restoration.

It is further agreed by the parties hereto that this instrument shall be perpetual and that the covenants herein contained shall run with both parcels of land above described but it shall not have the effect to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of the right to a perpetual party wall being the sole purpose thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Party Wall Agreement the day and year first above written.

APEX INVESTMENT COMPANY

By

*W. Mayhew*

President

ATTEST:

*Orvel A. Mulder*

Secretary



*David W. Mossman*

David W. Mossman

*Harland L. Mossman*

Harland L. Mossman

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 3 day of June, 1964, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named Alfred S. Mayer, President, and Orvel A. Milder, Secretary, of Apex Investment Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal at Omaha, Nebraska, in  
said County the date aforesaid.

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 3 day of June, 1964, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named David W. Mossman and Harland L. Mossman, who are personally known to me to be the identical persons whose names are affixed to the above instrument; they acknowledged the instrument to be their voluntary act and deed.

Witness my hand and official seal at Omaha, Nebraska, in  
said County, the date aforesaid.

Notary Public

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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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*[Signature]*

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