



BK 0833 PG 140



MISC 1987 20366

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INDEXING
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JOINT USE AND MAINTENANCE
AGREEMENT

AGREEMENT, dated this 8th day of July, 1986, between JOSEPH J. TOUREK and ELIZABETH A. TOUREK, husband and wife, ("Tourek") and JOSEPH J. CASCIO, JR., TRUSTEE ("Cascio").

WHEREAS, Cascio is purchasing certain real estate from Toureks under land contract ("the Cascio property") legally described as:

Lot 6, Block 171, in the City of Omaha, as surveyed, lithographed in Douglas County, Nebraska, and also a strip of land adjoining said lot on the North described as follows: Beginning at the NE corner of Lot 6, Block 171, and running thence North 1 foot, thence West 66 feet, thence South 1 foot to the NW corner of said Lot 6, thence East along the North line of said Lot 6, 66 feet to the place of beginning.

and

WHEREAS, Toureks are owners of the real estate abutting on the west ("the Tourek property") legally described as:

Lot Five (5), Block One Hundred Seventy-one (171), CITY OF OMAHA, as surveyed, platted and recorded, Douglas County, Nebraska

and,

WHEREAS, Toureks wish to agree upon the joint use and maintenance of certain equipment and installations which presently serve either or both properties, as the case may be,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and for other valuable consideration, receipt of which is acknowledged, the parties agree as follows:

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Sprinkler System Equipment

1. There are valves and pipes located generally in the Southwest corner of the Cascio property. This equipment services both the Cascio and Tourek properties. The parties agree that they shall each be responsible for any cost and expense incurred in maintaining said equipment as such cost and expense relates to their respective properties and that neither shall interfere with the others unrestricted use of said equipment for servicing their respective properties. Tourek agrees that Cascio shall have the right to shut off and drain the sprinkler system at his own expense as it relates to servicing Cascio property if he elects to do so so long as such action does not interfere with the use and maintenance of said equipment as it relates to the Tourek property. Cascio agrees to permit Tourek access to the Cascio property of the purpose of maintenance or repair of said sprinkler equipment. Cascio agrees to provide sufficient heat for the Cascio property to prevent said sprinkler equipment from freezing or, in the alternative, to close off the area on the Cascio property containing said sprinkler equipment and permit Tourek access to the area to install and maintain a heater for the purpose.

Fire Escape and Conduit

2. There is a fire escape and certain electrical conduit mounted upon the west wall of the Cascio property which service the Tourek property. Cascio agrees that he will not remove either of said installations or interfere with their use by Tourek.

Tourek agrees to maintain, repair or replace said installations at his sole cost and expense. Cascio agrees to provide Tourek access to the Cascio property for said purposes.

Air Conditioners

~~3. There are air conditioners on the roof of the Cascio property which serve the Tourek property. Cascio agrees that said air conditioners shall remain on the Cascio property and that Tourek shall have access to the Cascio property for the purpose of repair, servicing or replacement of said air conditioners. Seller will brick up the existing door openings between the subject property and Seller's property on the west.~~

OK
Cascio
for
PNCB

Gas Meter on Cascio Property and

Water Meter on Tourek Property

4. Tourek agrees to permit Cascio to keep and maintain a water meter on the Tourek property and Cascio agrees to permit Tourek to keep and maintain a gas meter on the Cascio property.

Binding Effect

5. This agreement shall be binding upon and inure to the benefit of Toureks and Cascio, their heirs, personal representatives, successors and assigns.

Joseph J. Tourek
Joseph J. Tourek

Elizabeth A. Tourek
Elizabeth Tourek

Joseph J. Cascio, Jr. Trustee
Joseph J. Cascio, Jr., Trustee

STATE OF NEBRASKA)

SS.

COUNTY OF DOUGLAS)

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GENERAL NOTARY - State of Nebraska

CLAYTON BYAM

My Comm. Exp. Nov. 25, 1987

Clayton Ryzan

Notary Public

STATE OF NEBRASKA)

SS.

COUNTY OF DOUGLAS)

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GENERAL NOTARY - State of Nebraska

SHARON R. OLSEN

My Comm. Exp. Apr. 23, 1988

Sharon R. Olsen

Notary Public