

## AGREEMENT FOR PARTY WALL AND EASEMENTS

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of October, 1983, by and between Wesley J. Rix and BLANCHE R. Rix, husband and wife, and Willis G. Rix and JODEEN Rix, husband and wife, and John Kawa and IRENE M. Kawa, husband and wife.

## W I T N E S S E T H:

WHEREAS, John Kawa is the owner of that part of Lots Four (4), Five (5), and Six (6), in Block Thirteen (13), in the Village of Millard, now a part of the City of Omaha, Douglas County, Nebraska, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and hereinafter sometimes referred to as the "Kawa property", and

WHEREAS, Wesley J. Rix and Willis G. Rix are the owners of Lots Four (4), Five (5), and Six (6), Block Thirteen (13), in the Village of Millard, now a part of the City of Omaha, Douglas County, Nebraska, except that part described in Exhibit "A" attached, said property being hereafter sometimes referred to as the "Rix property", and

WHEREAS, there is located on the Rix property and the Kawa property an existing building, part of which is on the Kawa property and part of which is on the Rix property, and

WHEREAS, there is a common wall between that part of said building located on the Kawa property and that part of said building located on the Rix property, all as shown on the engineering drawing, Exhibit "B", attached hereto and made a part hereof by reference, and

WHEREAS, the parties desire to agree between themselves as to the ownership and use of such common wall and other matters,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Party Wall Declaration: The wall shown on Exhibit "B", attached, located on the boundary line between the Kawa property and the Rix property, shall be a party wall, and the parties shall have the right to use the same jointly.

2. Extension of Wall: Neither party, nor their heirs, successors or assigns, shall extend the height of the party wall without the further written agreement between the parties, executed with the same formality as this agreement.

3. Repairing or Rebuilding: If it becomes necessary or desirable to repair or rebuild the whole or any part of the party wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs, successors, or assigns. Any repairing or rebuilding of the party wall shall be on the same location, and such repaired or rebuilt wall shall be the same size as the original wall or portion thereof being repaired or rebuilt, and shall be of the same or similar material and of the same quality as that used in the original wall or portion thereof being repaired or rebuilt, unless the then owners of the Rix property and of the Kawa property shall agree otherwise.

4. Wall Maintenance Easement: It is contemplated that John Kawa will construct on the Kawa property, but adjacent to the Rix property, a building addition, one wall of which will be located immediately Southwesterly but adjacent to a line which is 32.8 feet Northeasterly from the rear lot lines of Lots Four (4) and Five (5) in said Block Thirteen (13), which wall will connect to the existing building, and to one of the party walls involved in this Agreement. This newly constructed wall shall not be deemed to be a party wall, and

the expense of maintenance thereof shall be borne by the owner of the Kawa property. The owners of the Rix property, however, grant to the owners of the Kawa property and their heirs, successors and assigns, an easement over and across the Rix property for the purpose of access to such wall to be constructed on the Kawa property, for construction and maintenance of said wall.

The owners of the Kawa property hereby grant to the owners of the Rix property, and their heirs, successors and assigns, an easement over and across the Kawa property for the purpose of access to and maintenance of a 13.5 foot section of wall in the existing building located on the Rix property, which abuts the Kawa property, for the purpose of maintenance of said repair of said wall.

5. Gas Line Easement: The owners of the Kawa property hereby grant to the owners of the Rix property a 10-foot wide easement, the center line of which commences at a point on the rear lot line of Lot Four (4) in said Block Thirteen (13), 5 feet from the common rear lot corner of Lots Three (3) and Four (4) in said Block Thirteen (13), and runs Northeasterly 5 feet from and parallel to the common lot line between Lots Three (3) and Four (4) in said Block Thirteen (13) a distance of 32.8 feet. This easement is granted for the purpose of permitting the installation and maintenance of a gas service line from the adjoining alley to the Rix property.

6. Water Line and Sanitary Sewer Easements, etc.: Parties acknowledge that the existing water line serving the Rix property and the Kawa property extends from 133rd Street through, under and across the Rix property to an existing water meter located within the building on the Kawa property, the precise location of said water service line being presently unknown to the parties. The parties agree that said water line shall be used to furnish water to both the Kawa property and the Rix property, with a new water meter to be installed on the Rix property for the purpose of measuring water used on the Rix property. The parties further agree that the owners of the Kawa property shall have a perpetual easement through, under and across the Rix property for the installation and maintenance of a water line, for water service from the existing public utility lines in 133rd Street.

The parties acknowledge that both the Rix property and the Kawa property will be served, for sanitary sewer purposes, by an existing sanitary sewer line, the precise location of which is unknown to the parties. The owners of the Rix property and the owners of the Kawa property shall each have easement rights for the use of the existing sanitary sewer line and any line subsequently installed by either party or their successors in interest to furnish sanitary sewer to both properties.

The expense of maintenance of the above-mentioned water line and the above-mentioned sanitary sewer line shall be borne by the parties on a prorata basis, based upon the amount of water used on the respective properties, as shown by the records of Metropolitan Utilities District of Omaha, based upon the billings to the owners of the respective property for water usage, provided, however, that in making such proration, the billings for the most recent months from and after the date of this Agreement and prior to the date such maintenance or repairs shall become necessary, but not to exceed 12 months, shall be the basis for the proration.

7. Arbitration: Any controversy that may arise between the parties with respect to the necessity for, or cost of, repairs, or with respect to any other rights or liabilities of the parties under this Agreement shall be submitted to the decision of three arbitrators, one to be chosen by each of the parties, or their successors in interest, with the third to be chosen by the two so chosen. The decision of a majority of such arbitrators shall be final and conclusive on the parties.

8. Duration and Effect of Agreement: This Agreement shall be perpetual in effect, and the covenants herein contained shall run with both

parcels of land, both the Rix property and the Kawa property, but the Agreement shall not operate to convey to either party the fee title to any part of the land owned by the other party.

Wesley J. Rix  
Wesley J. Rix

Blanche R. Rix  
BLANCHE R. Rix

Willis G. Rix  
Willis G. Rix

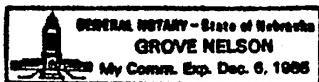
Todeen Rix  
TODEEN Rix

John E. Kawa  
John Kawa

Irene Kawa  
IRENE Kawa

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

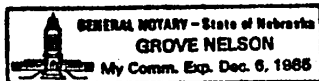
The foregoing Agreement for Party Wall and Easements was acknowledged by Wesley J. Rix and BLANCHE R. Rix, husband and wife, before me the undersigned Notary Public on October 14, 1983.



Grove Nelson  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Agreement for Party Wall and Easements was acknowledged by Willis G. Rix and Todeen Rix, husband and wife, before me the undersigned Notary Public on October 14, 1983.



Grove Nelson  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Agreement for Party Wall and Easements was acknowledged by John Kawa and IRENE Kawa, husband and wife, before me the undersigned Notary Public on October 17, 1983.



Lani Randels  
Notary Public

rrl(09/26/14)

That part of Lots Four (4), Five (5) and Six (6), Block Thirteen (13), in the Village of Millard, now a part of the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Beginning at the southernmost corner of Lot Four (4), in Block Thirteen (13), in the Village of Millard, now a part of the City of Omaha, Douglas County, Nebraska, being the common rear lot corner of Lots Three (3) and Four (4) in said Block Thirteen (13), thence northeasterly on the common lot line between said Lots Three (3) and Four (4), a distance of 32.8 feet; thence northwesterly along a line which is parallel to and 32.8 feet northeasterly from the rear lot lines of Lots Four (4) and Five (5) in said Block Thirteen (13), a distance of 82.2 feet; thence northeasterly along a line which is parallel to and 82.2 feet northwesterly from the common lot line between Lots Three (3) and Four (4) in said Block Thirteen (13), a distance of 17.2 feet; thence northwesterly along a line which is parallel to and 50 feet northeasterly from the rear lot line of Lot Five (5) in said Block Thirteen (13), a distance of 2.0 feet; thence northeasterly along a line which is parallel to and 84.2 feet northwesterly from the common lot line between Lots Three (3) and Four (4) in said Block Thirteen (13), a distance of 17.1 feet; thence northwesterly along a line which is parallel to and 67.1 feet northeasterly from the rear lot line of said Lot Five (5) in said Block Thirteen (13), a distance of 0.3 feet; thence northeasterly along a line which is parallel to and 84.5 feet northwesterly from the common lot line between Lots Three (3) and Four (4) in said Block Thirteen (13), a distance of 13.5 feet; thence northwesterly along a line which is parallel to and 80.6 feet northeasterly from the rear lot lines of Lots Five (5) and Six (6) in said Block Thirteen (13), a distance of 65.97 feet, more or less, to a point on the northwesterly lot line of said Lot Six (6) in said Block Thirteen (13), which is 80.6 feet from the westernmost corner of said Lot Six (6) in said Block Thirteen (13), thence southwesterly along the northwesterly lot line of said Lot Six (6) in said Block Thirteen (13), a distance of 80.6 feet to the westernmost corner of said Lot Six (6) in said Block Thirteen (13), thence southeasterly along the rear lot lines of said Lots Six (6), Five (5) and Four (4) in said Block Thirteen (13), a distance of 150.44 feet, more or less, to the point of beginning.

EXHIBIT "A"

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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