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PARTY WALL AGREEMENT

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**TitleCore Nationa, LLC
1640 Normandy Ct, Suite C
Lincoln NE 68512**

PARTY WALL AGREEMENT

THIS AGREEMENT is made this 12 day of ^{Civil} March, 2017, by and between News Link, Incorporated, a Nebraska corporation (News Link) and Michael L. Cooper and Diane R. Cooper, husband and wife (Cooper).

WHEREAS, News Link is the owner of Lot 2, Block 5, Rathbone Village, Lincoln, Lancaster County, Nebraska.

WHEREAS, Cooper is the owner of Lot 17, Block 5, Rathbone Village, Lincoln, Lancaster County, Nebraska.

WHEREAS, there is an overhang structure as part of the original construction of the buildings placed on the common property line between the above-described properties as more specifically shown in Exhibit A which is attached to this Agreement and incorporated herein by this reference.

WHEREAS, for purposes of this Agreement the area of the overhang on the common property line between the said properties shall be described in this Agreement as a "Party Wall".

NOW, THEREFORE, in consideration of the mutual covenants the parties agree as follows:

1. The Party Wall as a part of the original construction of the buildings as placed on the dividing lines between the above-described parcels of real estate shall constitute a party wall and the roof of the overhang to the extent required to protect the Party Wall shall be a party roof and collectively referred to in this Agreement as a Party Wall.
2. Neither owner shall have the right to destroy or remove any structural changes to the Party Wall without the prior written consent of the other owner, nor shall any owner insert or place timber, beams, pipes, conduit or other materials into the Party Wall in a manner that threatens the structural integrity of the Party Wall without the prior written consent of the other owner.
3. Each owner shall keep all exterior walls of their unit in good condition and repair those exterior portions of the Party Wall exclusively reserved for their use and enjoyment and at their own cost and expense. The reasonable repair and maintenance of the Party Wall shall be borne equally by the owners of the real estate on either side of the Party Wall. In the event that damage or destruction to the Party Wall is caused by either owner's intentional or negligent act or omission, such owner shall be deemed to have intentionally or negligently caused such damage or destruction and shall compensate the other owner in full for all damages sustained as a result and

shall promptly repair the Party Wall in a good and workmanlike manner to substantially the same condition in which it existing prior to any damage or destruction, including the use of the same or similar materials and in the same proportions.

4. To the extent there are insurance proceeds for the repair or replacement of the Party Wall, each owner shall be entitled to all proceeds from their respective insurance policy. Nothing in this provision shall require an owner to submit a claim to owner's insurance carrier for the repair or replacement of the Party Wall. If the Party Wall is destroyed or damaged by fire or other casualty, this Agreement shall terminate.

5. This Agreement shall run with the land and shall pass to such owner's successors in title.

6. The owners grant to one another an easement for any encroachment of the existing Party Wall to the extent necessary upon reasonable advance notice and in a mutually coordinated manner to perform all necessary repairs, reconstruction and maintenance of the Party Wall, for so long as the Party Wall exists. Upon complete destruction or removal or damage to the overhang which makes repair unreasonable, this easement shall be void and of no further effect.

7. Each owner covenants and warrants that each owner will maintain their portion of the Party Wall in good condition and in such condition that does not interfere with the equal use and enjoyment of the Party Wall by the other owner.

8. All of the recitals in the beginning of this Agreement are incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

News Link, Incorporated, a Nebraska
Corporation

By:

Peter Ringsmuth, pres.
Peter Ringsmuth, President

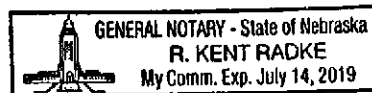
Michael L. Cooper
Michael L. Cooper

Diane R. Cooper
Diane R. Cooper

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 12 ^{April} day of ~~March~~, 2017,
by Peter Ringsmuth, President of News Link, Incorporated, a Nebraska corporation, on behalf of the
corporation.

R Kent Radke, Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 12 ^{April} day of ~~March~~, 2017,
by Michael L. Cooper and Diane R. Cooper, husband and wife.

R Kent Radke, Notary Public

