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SUBMITTED TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2017-07056**  
2017 Mar 31 09:48:10 AM  
*Sheryl J. Dowling*  
REGISTER OF DEEDS



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After recording return to:  
Mark B. Johnson  
Fullenkamp, Doyle & Jobeun  
11440 West Center Road, Suite C  
Omaha, Nebraska 68144

### PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT (this "Agreement") is made and entered this day of MARCH 30, 2017, by and among Venteicher Limited liability Company, a Nebraska limited liability company ("Venteicher"), and VKKN, LLC, a Nebraska limited liability company ("VKKN"; Venteicher together with VKKN shall be referred to herein together as the "Parties").

### RECITALS

WHEREAS, VKKN owns the real estate, together with all improvements thereupon, in Papillion, Sarpy County, Nebraska, legally described as set forth on Exhibit A (the "VKKN Property");

WHEREAS, VKKN intends to construct a building on the VKKN Property, which building is hereafter referred to as the "VKKN Structure";

WHEREAS, Venteicher owns the real estate, together with all improvements thereupon, in Papillion, Sarpy County, Nebraska, legally described as set forth on Exhibit B ("Venteicher Property");

WHEREAS, the improvements located on the Venteicher Property include a building, which building is hereafter referred to as the "Venteicher Structure";

WHEREAS, a common wall is, or will be, located on each of the VKKN Property and the Venteicher Property, which common wall serves, or will serve, as the east exterior wall of the

Venteicher Structure and will serve as the west exterior wall of the VKKN Structure, as generally depicted on Exhibit C attached hereto (the “Party Wall”); and

WHEREAS, the Parties wish to enter into this Agreement with respect to each and every matter relating to the Party Wall between the VKKN Property and the Venteicher Property.

THEREFORE, in consideration of the foregoing Recitals, each of which is hereby made a part of this Agreement, and for other good and valuable consideration received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereto agree that this Agreement shall govern the rights, use, obligations, and duties of the Parties relating to the Party Wall between the VKKN Property and the Venteicher Property.

2. Neither party hereto may alter or change the Party Wall in any manner, non-structural interior decoration excepted, and the Party Wall shall remain in the same location as originally erected. Notwithstanding the foregoing, VKKN shall be permitted to attach improvements to the Party Wall in furtherance of its construction and development of the VKKN Structure so long as such attachment does not impair the structural integrity of the Party Wall or the Venteicher Structure. If either party’s use of the Party Wall directly causes damage to the other party’s property, the party which causes the damage shall be liable for the cost and expense required to repair the damaged property to substantially the same condition that existed prior to the damage being caused.

3. If it becomes necessary or desirable to maintain, repair, or rebuild the whole or any part of the Party Wall, as mutually determined by the Parties in their reasonable discretion, the maintenance, repair or rebuilding expense shall be borne equally by the owner of the VKKN Property and the Venteicher Property, except as such maintenance repair or rebuilding expense arises from the actions of the owner of the VKKN Property or the Venteicher Property, or their respective agents, in which event the responsible party shall bear such expense. Unless otherwise agreed to by the Parties, the rebuilding or reconstruction of the Party Wall shall be at the same location, and of the same size, as the original wall or portion thereof and be of the same or similar material of the same quality as that used in the original wall or portion thereof. If either party shall neglect or refuse to pay their share, or all of such costs in case of negligence, the other party may have the Party Wall repaired or restored and shall be entitled to have a construction lien on the real property, and improvements thereon, of the party so failing to pay, for the amount of such defaulting party’s share of the repair or replacement costs together with interest at the maximum rate allowable. The party having the Party Wall repaired shall, in addition to the construction lien, be entitled to recover attorney’s fees and shall be entitled to all other remedies provided herein or by law. The construction lien granted herein is effective only if filed in the real property records of Sarpy County, Nebraska.

4. If the Party Wall is destroyed or damaged by fire or other casualty, any owner who has used such wall may restore it, and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof on an equal basis, subject, however, to the right

of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions. Subject to the terms of this Agreement and any mortgage or deed of trust filed against either the VKKN Property or the Venteicher Property, the proceeds of any insurance policy received by the Parties shall be first applied to the repair and/or restoration of the Party Wall. Except as otherwise specifically provided in this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

5. Each of the Parties hereto hereby consents to a recording of this Agreement with the Sarpy County Register of Deeds with respect to both the VKKN Property and the Venteicher Property.

6. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators and other personal or legal representatives, including any grantee or transferee of any right, title, or interest in and to the VKKN Property and the Venteicher Property. The covenants and restrictions contained in this Agreement shall run with the land, and shall be binding in perpetuity so long as the Party Wall continues to serve as a common wall between the Venteicher Structure and the VKKN Structure or the Party Wall is in the process of being restored or repaired as a result of damage incurred by fire or other casualty or is otherwise in the process of being redeveloped.

7. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. There are no oral or other agreements, understandings, representations, or warranties on the part of either party to this Agreement relating to the terms of this Agreement. This Agreement may be amended only by a subsequent written agreement signed by the Parties.

8. Each of the Parties hereto represent and warrant to the other parties hereto that there are no holders of mortgages or other liens on its respective parcel other than by those holders of mortgages and other liens joining in this Agreement.

**[Remainder of page left intentionally blank; execution page follows.]**

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

VKKN, LLC,  
a Nebraska limited liability company

By: *George W. Venteicher*  
Name: GEORGE W. VENTEICHER  
Title: MEMBER

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on MARCH 30  
~~MARCH~~, ~~2017~~ 2017 of VKKN, LLC, a Nebraska limited liability  
company, on behalf of such company.

GEORGE W. VENTEICHER,  
My Commission Expires:

8-21-2020

*Janet J. Clark*  
Notary Public



VENTEICHER LIMITED LIABILITY  
COMPANY,  
a Nebraska limited liability company

By: *George W. Venteicher*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on 3/30, 2017, by  
GEORGE W. VENTEICHER, MEMBER of Venteicher Limited Liability Company, a Nebraska  
limited liability company, on behalf of such company.

My Commission Expires:

8-21-2020

*Janet J. Clark*  
Notary Public

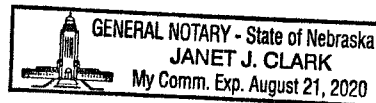


Exhibit A

Legal Description of VKKN Property

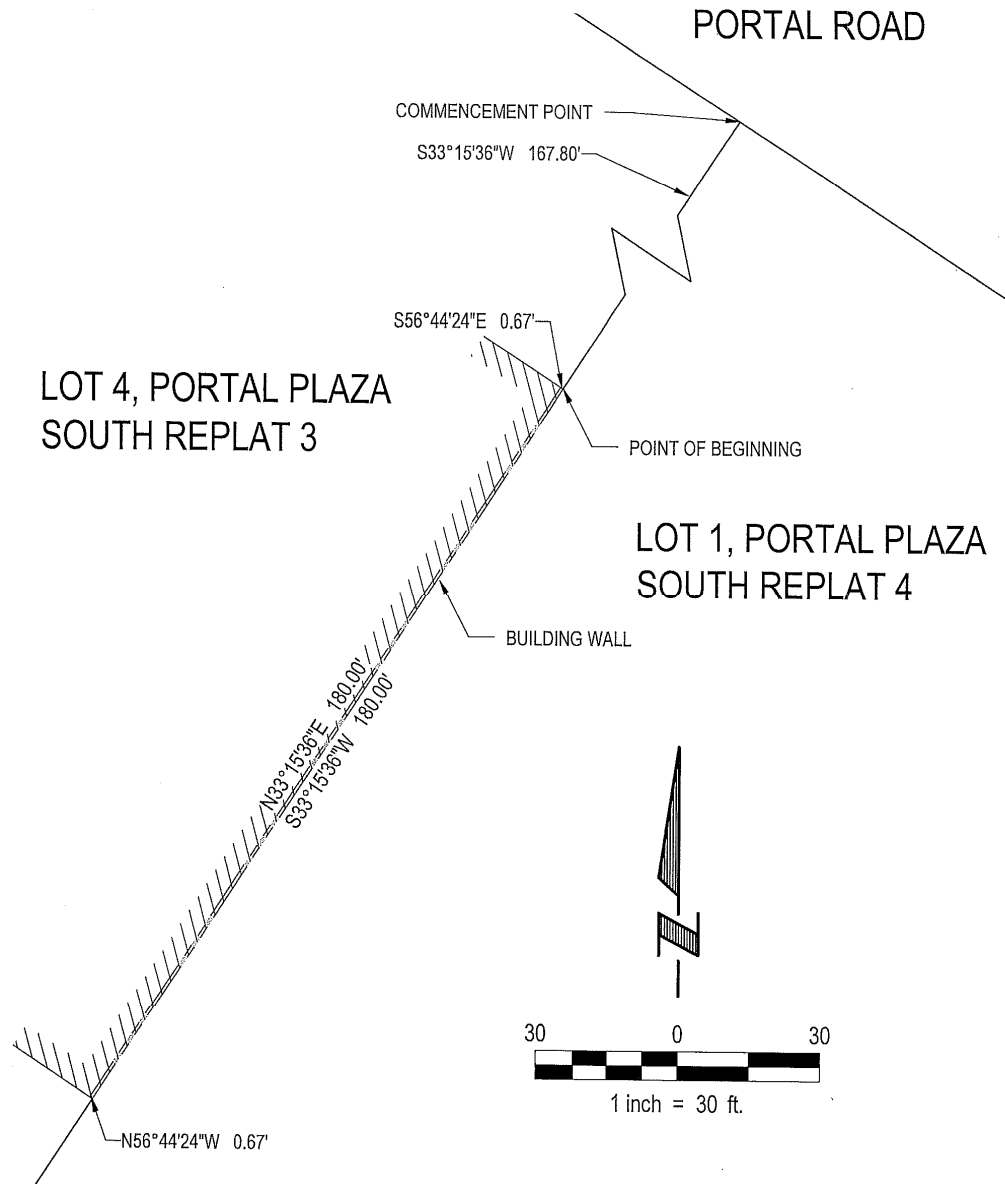
[Lot 1, Portal Plaza South Replat 4], a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Exhibit B

Legal Description of Venteicher Property

Lot 4, Portal Plaza South Replat 3, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

EXHIBIT "C"



**LEGAL DESCRIPTION**

A BUILDING WALL BEING LOCATED ON PART OF LOT 4, PORTAL PLAZA SOUTH REPLAT 3, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NW1/4, SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, PORTAL PLAZA SOUTH REPLAT 3, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, PORTAL PLAZA SOUTH REPLAT 4, A SUBDIVISION LOCATED IN SAID SECTION 21; THENCE S33°15'36"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 4, PORTAL PLAZA SOUTH REPLAT 3, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, PORTAL PLAZA SOUTH REPLAT 4, A DISTANCE OF 167.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S33°15'36"W ALONG SAID EAST LINE OF LOT 4, PORTAL PLAZA SOUTH REPLAT 3, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, PORTAL PLAZA SOUTH REPLAT 4, A DISTANCE OF 180.00 FEET; THENCE N56°44'24"W, A DISTANCE OF 0.67 FEET; THENCE N33°15'36"E, A DISTANCE OF 180.00 FEET; THENCE S56°44'24"E, A DISTANCE OF 0.67 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 120 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

 <b>E &amp; A CONSULTING GROUP, INC.</b> <small>Engineering • Planning • Environmental &amp; Field Services</small> <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>	<b>E &amp; A CONSULTING GROUP, INC.</b> <small>Engineering • Planning • Environmental &amp; Field Services</small>		<b>WALL EXHIBIT</b> <b>LOT 4</b> <b>PORTAL PLAZA SOUTH REPLAT 3</b> <small>SARPY COUNTY, NEBRASKA</small>
	Drawn by: RLS   Chkd by:	Date: 03/30/2017	
	Job No.: 1999.175.083		