

FIRST MORTGAGE
11422 MIRACLES HILLS DR
SUITE 102
OMAHA, NE. 68154

BOOK 1105 PAGE 144

PARTY WALL AGREEMENT

THIS AGREEMENT made and entered into on this 3rd day of December, 19 93, by and between Keith D. & Barbara A. Ward, (hereinafter called Purchaser) and Daniel Spence (hereinafter collectively called Seller).

WITNESSETH:

WHEREAS, Purchaser is the owner in fee simple of the West 55 feet* and Daniel Spence is the owner in fee simple of the East 30 feet** both in Diamond Head, a subdivision in Douglas County, Nebraska, and

WHEREAS, there has been constructed upon said two lots a duplex dwelling unit with the dividing line and party wall between the dwelling units being located on the dividing line between said two lots, and

WHEREAS, the parties hereto desire to provide for their mutual protection and for the protection of all subsequent purchasers and grantees of said two lots with respect to the duplex dwelling unit and party wall located on said dividing line between said two lots.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party hereto, it is hereby agreed that the following easements on building structures and party walls located on said premises are hereby created, to-wit:

- 1) The said dividing walls shall be party walls between the adjoining residences erected on said premises.
- 2) The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall.
- 3) In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.
- 4) Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewerage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.
- 5) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always repair in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.
- 6) The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to either lot above described shall be bound by the terms and conditions herein contained. The undersigned, in executing and delivering deeds to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument and the attached plat are recorded.

EXECUTED the day and year first-above written.

*of Lot 11

**of Lot 11 and the West 25 feet of Lot 10

31709
OASH 1105 BK 1105 R MC-09030
TYPE 1105 PG 144-145 C/O MC COMP MC SCAN MC
FEE 1105 OF 1105 REG. PG. MC FV MC

RECEIVED
DEC 13 9 53 AM '93
CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
COUNTY OF) ss.
)

On the day and year first-above written before me undersigned, a Notary Public in and for said County, personally came Daniel Spence, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed,

WITNESS my hand and Notarial Seal on the day and year first-above written.



Vicky Whitney
Notary Public

My Commission Expires:

Aug 8, 1997

Edward

Dan Spence

Barbara A. Ward

STATE OF NEBRASKA)
COUNTY OF) ss.
)

Douglas

On the day and year first-above written before me undersigned, a Notary Public in and for said County, personally came Mark + Barbara Ward, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed,

WITNESS my hand and Notarial Seal on the day and year first-above written.



R.J. Douglas
Notary Public

My Commission Expires:

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS