



BK 0957 PG 501-502



MISC 1991 05304

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

PARTY WALL and EXTERIOR BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 27th day of March, 1991  
by and between Norwest Bank Nebraska, N.A. (hereinafter referred to as  
"First Party") and Norwest Bank Nebraska, N.A.A (hereinafter referred  
to as "Second Party").

WHEREAS, parties are owners of a certain parcel of land located in  
the Knollwood Addition, a Subdivision in Douglas County, described as:

Lot 180, The Knolls 2nd Addition, a subdivision in Douglas County,  
Nebraska.

5304  
Mead

MAR 28 10 35 AM '91

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BK 957 N                      C/O                      FEE 1050

PG 501-502 N                      DEL 1/18 MO We

OF Misc COMP F/B MC-20691

WHEREAS, there is presently existing on First Parties property a  
residence, the "Party" wall of which (hereinafter referred to as "The Wall")  
is located on the South boundary of "First Parties" property and may  
encroach to some slight degree upon the property of "Second Parties".

WHEREAS, the wall is presently being used in common by "Second  
Parties" as a part of their residence located adjacent to "First Parties"  
residence on the North end.

NOW, THEREFORE, in consideration of the premises and of the mutual  
covenants and agreements herein contained, the said parties for themselves  
and their respective heirs, executors, administrators, and assigns,  
covenant and agree to and with each other as follows:

1. Neither party will, without the prior written consent of the other,  
damage or destroy the wall, or do anything to the wall which would result  
in the impairment of its usefulness as it now exists to either party.
2. That in the event it shall ever become necessary to repair or  
rebuild the wall, either party shall have the right to cause same to be  
done, in the same location in which the wall now stands, the cost thereof  
to be shared and paid by both parties in the proportion in which the wall  
is used by them respectively, except in the event that damage or  
destruction is caused by the actual negligence or fault of one of the  
parties, then that party shall have the ultimate responsibility of paying  
for the repairs or restoration.
3. When it becomes necessary to repaint the exterior of this building,  
the following conditions shall be agreed to in writing:
  - A. Selection of paint type and color shall be the same for the  
whole exterior surface.
  - B. Trim and base colors will be applied as to insure a compatible  
look for both parties. (Labor and Material to be applied within the  
same thirty(30) day period).

C. Cost of labor and material shall be assessed to each party as it pertains to their unit.

D. If the above cannot be agreed upon, the exterior of this building shall be painted with two(2) coats of a latex acrylic paint (equal to Iowa Paint Co. #3500) within a period no longer than sixty(60) calendar months between applications, with the same color(or colors) originally existing. (Cost to be proportioned equally to each party).

NOTE: Date of Original Paint Application November 16th, 1990

4. It is mutually agreed that this agreement shall be perpetual and construed as a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed the day and year above written.

NORWEST BANK NEBRASKA, N.A.  
FIRST PARTY

NORWEST BANK NEBRASKA, N.A.  
SECOND PARTY

By: John K. Lago, A.U.P.  
FIRST PARTY 3/27/91  
DATE

By: John K. Lago, A.U.P.  
SECOND PARTY 3/27/91  
DATE

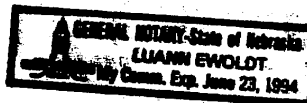
STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS

Before me a notary public qualified for said county personally came John K. Lago, Assistant Vice-President, known to me to be the identical person who signed the foregoing instrument and acknowledged the executing thereof to be his voluntary act and deed.  
Norwest Bank Nebraska, N.A.

WITNESS my hand and notarial seal on this 27th day of March, 1991

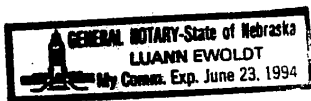
Ljann Ewoldt  
NOTARY PUBLIC

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS



Before me a notary public qualified for said county, personally came John K. Lago, Assistant Vice-President, known to me to be the identical person who signed the foregoing instrument and acknowledged the executing thereof to be his voluntary act and deed.  
Norwest Bank Nebraska, N.A.

WITNESS my hand and notarial seal on this 27th day of March, 1991



Ljann Ewoldt  
NOTARY PUBLIC