

PARTY WALL and EXTERIOR BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 26 day of August 1980,
by and between Donald F. Haas (hereinafter referred to as "First
Party") and KNOLLWOOD, INC. (hereinafter referred to as "Second Party")

WHEREAS, First Party is the owner of a certain parcel of land located in The Knolls Addition, a Subdivision in Douglas County, described as Tract "A" The Westerly 39.00 feet of Lot 22, Knollwood,

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 East boundry of "First Parties" property and may encroach to some slight degree upon the property of "Second Parties", and

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 West 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:

---Selection of paint type and color shall be the same for the whole exterior surface.

---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)

