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attached legal

PARTY WALL and EXTERIOR BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 28 day of January 1982

by and between George J. & Elizabeth A. Anstey (hereinafter referred to as "First Party") and Michael G. Regan (hereinafter referred to as "Second Party").

WHEREAS, First Party is the owner of a certain parcel of land located in The Knollwood Addition, a Subdivision in Douglas County, described as:
(See Attached Legal Description - Addendum "A")

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 west 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 east 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)

Legal Description:

Tract "A" Part of Lot 21, Knollwood, a subdivision located in the SW 1/4 of Section 4, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 21, Knollwood; thence N19°11'29"E, along the West line of said Lot 21, Knollwood, a distance of 87.91 feet to the Northwest corner of said Lot 21, Knollwood; thence S70°48'31"E, along the North line of said Lot 21, Knollwood, a distance of 38.08 feet; thence S16°36'25"W, a distance of 86.10 feet to a point on the South line of said Lot 21, Knollwood; thence N73°23'35"W, along said South line of Lot 21, Knollwood, a distance of 42.00 feet to the Point of Beginning.

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Handwritten notes and signatures in the top right corner.

---Cost of labor and material shall be assessed to each party as it pertains to their unit.
---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 August 7, 1981

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.

George J. Anstey 1-28-82
Date

Elizabeth A. Anstey Jan 28, 1982
Date

Michael G. Regan 2/27/82
Date
Michael G. Regan

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

Before me a notary public qualified for said county, personally came George J. & Elizabeth Anstey known to me to be the identical person who signed the foregoing instrument and acknowledged the executing thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on this 27 day of Feb 1982

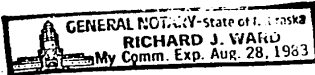


Richard J. Ward
Notary Public

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

Before me a notary public qualified for said county, personally came Michael G. Regan 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.

WITNESS my hand and notarial seal on this 27 day of Feb 1982



Richard J. Ward
Notary Public

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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