



BK 0864 PG 066



MISC 1988 16513

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A G R E E M E N T

THIS AGREEMENT made and entered into this 30TH day of SEPTEMBER, 1988, by and between BOBBIE S. DUGGER, single, hereinafter called "Party of the First Part" and JOANNE BRUHN, hereinafter called "Party of the Second Part".

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GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

WITNESSETH:

WHEREAS, Party of the First Part is the owner of the following property:

The South Thirty-four feet of the North Fifty-six feet of Lot Ten (10), Block Seventeen (17) in MAENNER WESTBROOK, an addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska; and

WHEREAS, Party of the Second Part is the owner of the following described property:

The North 22.0 feet of Lot Ten (10), Block Seventeen (17), in MAENNER WESTBROOK, an addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, together with the South 14.0 feet of vacated Hillside Drive abutting on the North.

WHEREAS, there is now a building containing two living units, commonly known as a duplex, located on the parcels owned by the parties hereto; and

WHEREAS, both parties desire that the center wall of said building, dividing the two units in said building, shall be and remain a party wall.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND AGREEMENTS OF THE PARTIES, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

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1. That the said wall shall constitute a party wall and the party of the First Part, together with the heirs, executors, administrators, and assigns of the Party of the First Part, shall have the right to use the same jointly with the Party of the Second Part, together with the heirs, executors, administrators, and assigns of the Party of the Second Part. It is further understood that the center of the party wall is on the division line of the lots owned by the parties of the First and Second Parts, respectively.

2. It is further covenanted and agreed by the parties hereto, for themselves and their respective heirs, executors, administrators, and assigns, that should the party wall at any time while in use by both parties as aforesaid, be injured by other cause than the act or negligence of either party, the same shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such restoration. Any repairs necessitated by the act or negligence of either party shall be at the expense of such party.

3. It is further agreed and understood by the parties hereto, for themselves and their respective heirs, executors, administrators, and assigns, that this instrument shall be perpetual and that the covenants with respect to the party wall herein contained shall run with and be for the benefit of the parcels of land owned by the parties hereto, but it shall not have the effect to convey to either party the fee title to any part of the land owned by the other party, the creation of the right to a perpetual party wall being the principal purpose hereof.

4. It is further agreed that in the event either party shall, with the written consent of the other party, remove the existing building from the lands above described, the right to the party wall shall terminate as to such party, but shall remain as to the party who shall not have removed said existing building from the lands then owned by such party.

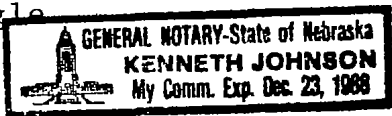
THIS AGREEMENT shall be binding upon the land and run with the land and shall be binding upon the parties hereto and their respective heirs, executors, administrators, and assigns.

Bobbie S. Dugger
Bobbie S. Dugger

JoAnne Bruhn
JoAnne Bruhn

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 30th day of September, 1988, by BOBBIE S. DUGGER, single.



Kenneth Johnson
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 30th day of September, 1988, by JOANNE BRUHN, single.

Kenneth Johnson
Notary Public