

PARTY WALL and EXTERIOR BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 1 day of February, 1985
by and between Richard D. & Lavonne M. Thomas (hereinafter referred to as
"First Party") and Knollwood Inc. (hereinafter referred
to as "Second Party").

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

Lot 2, Maginn's Addition to the City of Omaha, Douglas County, Nebraska.

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 North 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 South 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 of 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 June 15, 1984.

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.

Richard D. Thomas 2-1-85 KNOLLWOOD, INC. by D.C. Henson, Agent DATE
FIRST PARTY DATE SECOND PARTY DATE

Lavonne M. Thomas 2-1-85 R.D. Thomas 2-1-85
FIRST PARTY DATE SECOND PARTY DATE
By Richard D. Thomas
Attorney at fact
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

Before me a notary public qualified for said county personally came Richard D. Thomas & Lavonne M. Thomas 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 1st day of February, 1985

RITA J. JOHNSON
GENERAL NOTARY State of Nebr.
My Comm. Exp. Feb. 28, 1988
Rita J. Johnson
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

Before me a notary public qualified for said county, personally came Dennis C. Henson 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 1st day of February, 1985.

RITA J. JOHNSON
GENERAL NOTARY State of Nebr.
My Comm. Exp. Feb. 28, 1988
Rita J. Johnson
NOTARY PUBLIC

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GEORGE J. WOLEWICZ
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEBR.

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