

28205

57289

PARTY WALL AGREEMENT

WHEREAS, John H. DALOA^{AD} and Evelyn L. DALOA^{AD}, husband and wife are the owners of one-third of a garage building located on a certain parcel of land legally described as:

North 42 feet Lots Nine (9) and Ten (10) and except South Five (5) feet North 42 feet East 20 feet Lot Ten (10) and one-half alley on north Block 7 Second Hillsdale Addition, Lincoln, Lancaster County Nebraska.

WHEREAS Debra MEIER and Karl REINHARD, husband and wife are owners of one-third of a garage building located on a certain parcel of land legally described as:

South 100 feet Lot Ten (10) except North Five (5) feet East 20 feet South 100 feet Block Seven (7) Second Hillsdale Addition, Lincoln, Lancaster County Nebraska.

WHEREAS Neil TAUZIN and Kelly TAUZIN, husband and wife are owners of one-third of a garage building located on a certain parcel of land legally described as:

South 100 Feet of Lot Nine (9), and the North 10 Feet of the East 20 Feet of the South 105 Feet of Lot Ten (10), Block Seven (7), Second Hillsdale Addition to Lincoln, Lancaster County, Nebraska.

NOW THEREFORE, the undersigned parties, in order to protect each and every owner or purchaser, his heirs, and assigns, or any such dwelling unit, the following easements on the garage building and partry walls located on the premises are hereby created, to-wit:

1. **Party Walls.** Party walls are sometimes designated as "walls in common," dividing walls between two or more structures, which structure belongs to three different parties, with the walls being present for the mutual benefit of all three parties. The walls have also been defined as longitudinal walls that are subject to cross easements. The said "party walls" for purposes of this agreement, divide the adjoining garages that have been erected on the properties.

2. **Prohibited Use.** No party may utilize the wall in such a manner as to interfere with the use of the wall by the other two parties. The parties may use the wall for any purpose,

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subject to the limitation that the use does not infringe upon the rights of the adjoining landowners, or impair the value, or support of the wall(s).

3. **Damage or Destruction.** In the event of damage or destructions of any "party wall" from any cause, other than from the negligence of either adjoining owner, the then owners shall, at joint expense, repair or rebuild said wall and each adjoining owner, his successors and assigns, shall have the right to full use of said walls so repaired or rebuilt. If any of the adjoining owner's negligence shall cause damage or destruction to said wall, such negligent owner shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of such cost in case of negligence, the other owners may have such wall repaired or restored.

4. **Excavation.** The owner of one side of a party wall may excavate around the party wall on his side or the land as long as he maintains the support of his neighbors dwelling and after the said excavation, he must place the party wall in as stable condition as it was before the excavation. There shall be no structural modification of the wall unless by agreement by the other party.

5. **Unsafe Conditions.** All adjoining land owners owe an equal duty to correct a dangerous condition in the party wall. If the party wall is in an unsafe condition, the parties are entitled to make such repairs to keep the wall in safe condition. The cost of the said repairs shall be borne equally by and between all the parties.

6. **Easements.** Easements created are and shall be perpetual, and shall be construed as covenants running with the land. Each and every person accepting a deed to a dwelling unit shall be deemed to accept said deed with the understanding that the purchaser, on either side of the party wall is also bound by the provisions herein. Each person accepting a deed also is bound by the terms of this agreement.

7. **Insurance.** The each owner agrees to have their dwelling insured from any loss owing to fire or casualty. The parties agree that the dwellings are mutually dependent. The purpose of the said insurance is to repair or reconstruct the loss.

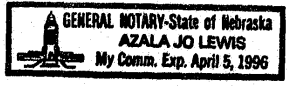
3.

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Dated: 6/10, 1994

Neil Tauzin
Neil Tauzin
Kelly Tauzin
Kelly Tauzin

SUBSCRIBED AND SWORN TO before me this 10 day or
June, 1994.



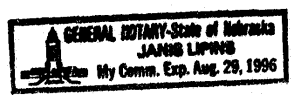
Azala Jo Lewis
Notary Public

My Commission Expires _____, 19__

Dated: 6/11, 1994

John H. Dalao
John H. Dalao

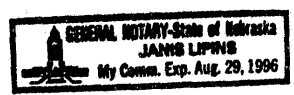
SUBSCRIBED AND SWORN TO before me this 11 day or
June, 1994.



James Lipins
Notary Public

My Commission Expires _____, 19__

Dated: 6/11, 1994



Evelyn L. Dalao
Evelyn L. Dalao

SUBSCRIBED AND SWORN TO before me this 11 day or
June, 1994.

James Lipins
Notary Public

My Commission Expires _____, 19__

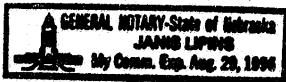
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Dated: June 11, 1994

Debra K. Meier
Debra Meier

SUBSCRIBED AND SWORN TO before me this 11 day or
June, 1994.



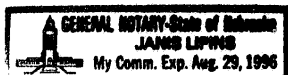
James Lipins
Notary Public

My Commission Expires _____, 19__

Dated: June 11, 1994

Karl Reinhard
Karl Reinhard

SUBSCRIBED AND SWORN TO before me this 11 day or
June, 1994.



James Lipins
Notary Public

My Commission Expires June, 19__

COLE
HILLSDALE
CHECKED
RZ
ENTERED
EDITED
791635 + 6ck

LANCASTER COUNTY NEB
D. D. D.
REGISTER OF DEEDS

JUN 16 9 25 AM '94

INST. NO. 94- 28205

NT not Col 7/94 - Long 602