

1989 89 + 2560x

PARTY WALL AGREEMENT

THIS AGREEMENT entered into this 14 day of April, 1989, by and between Kirk M. Kyster, a single person, hereinafter referred to as "First Party", and J. Lewis Hinkley and Maxy A. Hinkley whether one or more, hereinafter collectively referred to as "Second Party":

WHEREAS, First Party is the owner of a Townhouse located on the following described real estate:

Lot Five (5), Block Two (2), Edenton 1st Addition,  
Lincoln, Lancaster County, Nebraska.

and

WHEREAS, Second Party is the owner of a Townhouse located on the following described real estate:

Lot 6, Block 2, Edenton First Addition, Lincoln, Lancaster County, Nebraska  
and

WHEREAS, the two Townhouses have a common wall between them and the parties are desirous of setting forth their respective rights and obligations with respect to said common wall.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein the parties hereto agree as follows:

1. Said common wall shall, for all intents and purposes, be considered a party wall and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. No person shall have the right to add to, detract from, or materially alter said party wall in any manner whatsoever, it being the intention of the parties that the same shall remain as is on the date hereof unless the parties or their respective successors in interest shall agree otherwise in writing.
3. In the event it becomes necessary to repair or rebuild a portion of said party wall, except insofar as any rule of law regarding liability for negligent or willful acts or omissions shall apply, the expenses of such repair or rebuilding shall be borne in equal proportions by the parties hereto or their respective successors in interest. Provided that such repair or rebuilding shall place the party wall in substantially the same location and condition as it was on the date hereof, ordinary wear and tear expected.
4. This Agreement shall at all times be construed as a covenant running with the land and the rights and obligations hereunder (including the obligation of contribution) shall inure to the benefits of and be binding upon the parties hereto and their respective assigns, heirs, legatees, personal representatives and successors in interest.

5. It is intended that this Agreement shall be executed by the parties and filed for record in the office of the Register of Deeds of Lancaster County, Nebraska, and no amendment hereto shall be effective unless made in writing, signed by all of the then owners of both of the above parcels of real estate and filed for record in the office of the Register of Deeds of Lancaster County, Nebraska.

EXECUTED as of the day and year first above written.

FIRST PARTY

Kirk M. Kyster  
Kirk M. Kyster

SECOND PARTY

L. Lewis Hinkley  
Mary A. Hinkley

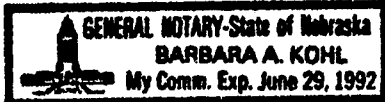
STATE OF NEBRASKA }  
COUNTY OF LANCASTER }

ON THIS 20 day of April, 1989, before me, the undersigned a Notary Public duly commissioned and qualified for in said county, personally came Kirk M. Kyster, a single person to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Barbara A. Kohl  
Notary Public

My Commission Expires:



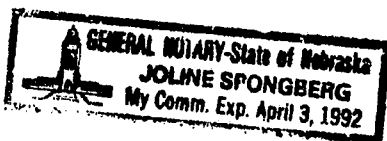
STATE OF NEBRASKA }  
COUNTY OF LANCASTER }

ON THIS 16 day of Apr. 1, 1989, before me, the undersigned a Notary Public duly commissioned and qualified for in said county, personally came L. Lewis Hinkley and Mary A. Hinkley to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Joline Spangberg  
Notary Public

My Commission Expires: Apr. 3, 1992



#10<sup>52</sup>

REGISTER OF DEEDS  
1989 APR 20 PM 3:31

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS

INST. NO. 89 10100

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CODE  
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