

THIS AGREEMENT made and entered into this 16th day of March, 1966 by and between A. S. BATTIATO CONSTRUCTION CO., INC., a Nebraska corporation, hereinafter called "the corporation", and RUSSELL E. WESTERGAARD and EVELYN L. WESTERGAARD, husband and wife, of Omaha, Nebraska, hereinafter called "the Westergaards",

W I T N E S S E T H:

WHEREAS, the corporation is the owner of the following described real estate, hereinafter called "Parcel A", to-wit:

The East 150 feet of Lot Three (3) in the subdivision of Block Twelve (12) in West Benson, an addition in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the Westergaards are the owners of the following described real estate, hereinafter called "Parcel B", to-wit:

The South 75 feet of the East 150 feet of Lot Two (2) in the subdivision of Block Twelve (12) in West Benson, an addition in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, said parcels are contiguous and the north boundary line of Parcel A constitutes the south boundary line of Parcel B; and

WHEREAS, each of the parties hereto desires to acquire an easement or right-of-way along such boundary line, to the extent and upon the terms and conditions hereinafter specified, for the purpose of ingress and egress to and from such parcels;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The corporation hereby grants, conveys and confirms unto the Westergaards, for the purpose of ingress and egress to and from the rear or any portion of Parcel B, an easement or right-of-way over, along and across the North Ten (10) feet of Parcel A.
2. The Westergaards hereby grant, convey and confirm unto

the corporation, for the purpose of ingress and egress to and from the rear or any portion of Parcel A, an easement or right-of-way over, along and across the South Ten (10) feet of Parcel B.

3. The parties shall pay and discharge in equal proportions the cost of keeping and maintaining in good condition and repair the gravel driveway which is presently located upon the strip of land, Twenty (20) feet in width, which consists of the North Ten (10) feet of Parcel A and the South Ten (10) feet of Parcel B. The parties shall likewise pay and discharge in equal proportions the cost of keeping and maintaining in good condition and repair any other driveway which shall hereafter be constructed or placed upon such strip with the mutual consent of the parties.

4. Nothing herein contained shall vest in either party hereto the exclusive right to use such strip of land or any portion thereof, but the parties shall have and retain equal rights to use such strip in common for the purpose of ingress and egress to the adjoining parcels as aforesaid. Neither party shall at any time interfere with or prevent the exercise of the rights of the other party hereunder.

5. The easement and right-of-way hereby granted to each party shall be held and enjoyed by such party as appurtenant to the parcel owned by such party as aforesaid and shall continue in full force and effect as long as such easement and right-of-way are reasonably needed or required by such party for ingress or egress to and from such parcel or any portion thereof.

6. The provisions of this agreement shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto.



