



MISC 2013082020



AUG 12 2013 16:28 P 3

Fee amount: 22.00
FB: 20-22080
COMP: LM

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/12/2013 16:28:50.00



2013082020

TITLE OF DOCUMENT:
Agreement

DATE OF DOCUMENT:
March 25, 2013

GRANTOR:
James L. Adrian, a single person

GRANTEE:
Basye Real Estate Concepts, Inc.

PLEASE RETURN TO:
Ambassador Title Services
13340 California Street, Suite 202
Omaha, NE 68154

Legal Description:

LOT SIXTY-EIGHT(68), LEAVENWORTH HEIGHTS ADDITION TO OMAHA, AS
SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA
AKA 4331 MARCY ST, OMAHA, NEBRASKA

AGREEMENT

Lot Sixty-eight (68), Leavenworth Heights Addition to Omaha as surveyed, platted and recorded in Douglas County, Nebraska

Postal address: 4331 Marcy Street, Omaha, NE

AND

Lot Sixty-seven (67), Leavenworth Heights Addition to Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

Postal address: 4327 Marcy Street, Omaha, NE

1. James L. Adrian, a single person owner of the property located at 4331 Marcy Street, Omaha, Nebraska
And
2. Basye Real Estate Concepts, Inc., a Nebraska Corporation, owner of the property located at 4327 Marcy Street, Omaha, Nebraska

The parties recite and declare:

- a. They have an interest in adjoining real estate in Omaha, Douglas County, Nebraska, as described above
- b. There currently is a common driveway between the above-described adjoining lots owned by them for the benefit of each of them
- c. The parties want to create an agreement to the rights and responsibilities of each of them for said common driveway

The parties agree as follows:

Each party grants to the other an easement for a common driveway in favor of their adjoining properties.

The easement shall be over the existing land which is now encompassed by the common driveway.

The easement created by this agreement is superior and paramount to the rights of either of the parties to this agreement in the respective servient estates so created, and the parties further agree that is a covenant that shall run with the land.

This easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors or assigns.

The driveway shall be maintained in good repair. The parties shall bear the costs of maintenance and snow removal equally, with each party bearing fifty percent (50%) of the cost.

In the event either party causes damage to the driveway due their intentional or negligent act then that party is responsible for all repair costs.

It is further agreed to between the parties that the driveway must be used for driveway purposes only. The driveway purposes shall constitute ingress and egress for passenger vehicles to and from their respective properties, and at no time shall either of the parties park or obstruct the use of the common driveway.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

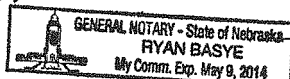
Dated this 25 day of March, ~~2012~~
2013

James L. Adrian
James L. Adrian, Owner of 4331 Marcy

STATE OF NEBRASKA, COUNTY OF DOUGLAS

On this 22 Day of DECEMBER, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Adrian, a single person to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

6-01362983



Ryan Basye

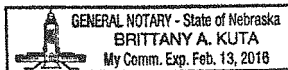
Notary Public

My commission expires:

John M. Basye
John M. Basye, Director, Basye Real Estate Concepts, Inc., Owner of 4327 Marcy

STATE OF Nebraska, COUNTY OF Sarpy

On this 25 day of March, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared John M. Basye, to me personally known, who being duly sworn, did say that he is the Director, respectively, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Basye Real Estate Concepts, Inc. acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it, by them voluntarily executed.



Brittany Kuta

Notary Public

My commission expires: