

AGREEMENT FOR USE OF DRIVEWAY.

THIS AGREEMENT made and entered into this 31st day of October, 1950, by and between Jaroslav Kostinec and Zdenka Kostinec, husband and wife, of Omaha, in the County of Douglas, State of Nebraska, parties of the first part, and Joseph Fuchs and Anna Fuchs, husband and wife, of Omaha, in the County of Douglas, State of Nebraska, parties of the second part, WITNESSETH:

WHEREAS, the said Jaroslav Kostinec and Zdenka Kostinec, husband and wife, parties of the first part, are the owners of the North Half of Lot 9, except the South 8 feet of the West 38 feet thereof, and all of Lot 10, and the South 11.75 feet of Lot 11, Block 22, in Carthage, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and the said Joseph Fuchs and Anna Fuchs, husband and wife, parties of the second part, are the owners of the North 35.25 feet of Lot 11, and all of Lot 12, Block 22, in Carthage, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, which properties are adjoining, and

WHEREAS there is located upon Lot 11 of said Block 22, in Carthage, a present existing driveway which is used to service parties of the first part and likewise parties of the second part, and

WHEREAS approximately 5.2 feet of said driveway is upon the property owned by parties of the first part, and approximately 6.7 feet of said driveway is upon the property owned by parties of the second part, and

WHEREAS the parties hereto desire to provide for the continued use by both parties hereto of said driveway situate on their respective real estate,

NOW THEREFORE, it is mutually agreed between the parties hereto:

1. That in consideration of the sum of \$2.00 and other valuable consideration in hand paid by parties of the second part to parties of the first part, the parties of the first part grant to the parties of the second part, their heirs and assigns, the right of continued use of the North 5.2 feet of their real estate upon which is located a portion of a present existing driveway for ingress and egress to the garages located on the respective property of the parties of the second part.
2. That in consideration of the sum of \$2.00 and other valuable consideration in hand paid by parties of the first part to parties of the second part, the parties of the second part grant to the parties of the first part, their heirs and assigns, the right of continued use of the South 6.7 feet of their real estate upon which is located a portion of a present existing driveway for ingress and egress to garages located on the respective property of the parties of the first part.
3. That the parties hereto shall at their own expense repair and maintain that portion of said driveway situate on real estate owned by said parties respectively.

AND THE SAID PARTIES HERETO MUTUALLY COVENANT, for themselves and their respective heirs and assigns, each to and with the other, their heirs, representatives and assigns, to observe the above agreement, and that the covenants herein contained shall run with the land; but no owner is to be responsible, except for his acts or defaults while owner.

IT IS FURTHER MUTUALLY AGREED between the parties that this agreement shall be perpetual, but the title of the fee of the soil upon which said driveway is situate, shall not be affected or changed by virtue hereof.

WITNESS OUR HANDS the day and year herein set forth.

In the presence of

Joseph Fuchs

Zdenka Kostinec
Jaroslav Kostinec
 Parties of the first part.

Joseph Fuchs
Anna Fuchs
 Parties of the second part.

