

C O V E N A N T

This instrument was made this 17th day of December, 1954, between HERBERT N. SAMSON and ADELENE Y. SAMSON, his wife, of 6019 Street, Omaha, Nebraska (Grantors) and THE PHOENIX DEVELOPMENT COMPANY, a Nebraska corporation (Grantee).

WHEREAS, the said Grantors are the owners in fee simple of Lot Sixteen (16) less the North 3.6 feet and less the South 0.4 feet thereof, Block 3, Mel-Air addition in Douglas County, Nebraska.

WHEREAS, the said Grantee is the owner in fee simple of 10.0 feet of lot 17 and North 3.6 feet of lot 16, Block 3, Mel-Air addition in Douglas County, Nebraska, and a part of lot 16, Block 3, Mel-Air addition in Douglas County, Nebraska, which tract is North of and adjacent to the tract of land described above owned by Grantors, and

WHEREAS, Grantee desires to construct, at its own expense, a concrete block retaining wall upon the property line separating the two tracts above described; and is willing that one-half of such wall be located upon each tract, and

WHEREAS, Grantors are willing to have one-half of such wall located on each of the above described tracts, and

WHEREAS, the parties hereto desire that the owners of such tracts bear, in equal proportions, the costs of maintaining, repairing or replacing such wall when the same becomes necessary.

NOW, THEREFORE, in consideration of the actual covenants herein contained, Herbert N. Samson and Adelene Y. Samson, his wife, hereby grant the right, privilege and easement to construct upon the North six inches of the tract of land owned by them in fee as above described, a concrete block retaining wall, together with the necessary footings to support such wall.

The Phoenix Development Company, Grantee, agrees to furnish all materials and to construct at its expense such concrete block retaining wall in a workmanlike manner and to complete such construction prior to May 15, 1954.

The parties hereto further agree that in the event it shall become necessary to repair said retaining wall, the expense in connection therewith shall be borne by the then owners in fee, in equal proportions, and whenever such wall or any portion thereof shall be rebuilt, it shall be erected on the same place required for the construction of the original wall under this grant.

The parties do further agree, that in constructing such wall, Grantee may use an area not exceeding 15 feet wide from the property line and extending from the rear of Grantor's house to the rear of the lot, and an area not exceeding five feet from the property line and extending from the rear corner of the house to the street. Grantee, prior to May 15, 1954, shall leave such area level and prepared for seeding.

The parties hereto further agree that this instrument and all the grants and agreements herein contained shall at all times be construed as a covenant running with the land.

This instrument and the covenants and agreements herein contained shall be binding upon the undersigned, their successors, assigns, and grantees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed this 27th day of November, 1953.

WITNESSES:

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

Grantee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 27th day of November, A.D. 1953, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came [Signatures] to be known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

[Signature]
Notary Public in and for Douglas County, Nebraska

(S E A L)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 28th day of December, A.D. 1953, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Don Decker, President, H. P. Smith, Secretary, of PROPERTY DEVELOPMENT CO. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

IN WITNESS, my hand and official seal at Omaha, Nebraska in said County, the date aforesaid.

[Signature]
Notary Public

(S E A L)

My Commission expires June 1st day of 1954