

DRIVEWAY EASEMENT

This agreement made this 22nd day of September, 1958, by and between W. WILLIAM RUSSELL and ALICE R. RUSSELL, his wife, jointly and severally, parties of the first part, and HARRY L. VICKERY and LOIS H. VICKERY, his wife, jointly and severally, parties of the second part, witnesseth:

WHEREAS, the parties of the first part own and have title to the following described real estate:

The east sixty-three and two tenths (63.2) Feet of the South One Hundred Thirty-nine (139) Feet of Lot Eighteen (18), in Block One (1), in Addition to the City of Omaha, Douglas County, Nebraska, hereinafter called Parcel "A", and

WHEREAS, the parties of the second part own and have title to the following described real estate:

The West sixty-three (63) Feet of the South One Hundred Thirty-nine (139) Feet of Lot Eighteen (18), in Block One (1), in Addition to the City of Omaha, Douglas County, Nebraska, hereinafter called Parcel "B", and

WHEREAS, said properties are adjacent to each other so that the West line of Parcel A forms the East line of Parcel B, and

WHEREAS, the parties hereto are desirous of creating an eight (8) Foot driveway for the common use of the owners of both parcels, and

WHEREAS, the parties hereto, in consideration of the sum of One Dollar in hand paid each to the other, have agreed to grant to each other an Easement or Right of Way and the appurtenant easements in and to Parcels A and B, and

WHEREAS, the parties hereto have agreed that the garage now located on the boundary between said parcels should be maintained and repaired by both parties;

NOW, THEREFORE, in pursuance to said agreement and for and in consideration of the sum of One Dollar paid by each of said parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

FIRST: The parties of the first part hereby grant unto the parties of the second part, his, her or their heirs and assigns, an Easement and Right of Way together with the full and free right for him, her and them and his, her and their tenants, servants, visitors, and licensees in common and all others having the like right at all times hereafter with or without automobile or other vehicles or on foot for the purpose of ingress and egress to and from the rear or any other portion of said parcel B and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said parcel B and for all other purposes connected with the use of said parcel B to pass and re-pass along and over the following described portion of parcel A:

The West Four (4) Feet of the East Sixty-three and Two Tenths (63.2) Feet of the South One Hundred Sixteen (116) Feet of said Parcel A.

SECOND: The parties of the second part hereby grant unto the parties of the first part, his, her or their heirs and assigns, an Easement and Right of Way together with the full and free right for him, her and them and his, her and their tenants, servants, visitors and licensees in common and all others having the like right at all times hereafter with or without automobile or other vehicles or on foot for the purpose of ingress and egress to and from the rear or any other portion of said parcel A and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said parcel A and for all other purposes connected with the use of said parcel A to pass and re-pass along and over the following described portion of parcel B:

The East Four (4) Feet of the West Sixty-three (63) Feet of the South One Hundred Sixteen (116) Feet of said Parcel B.

THIRD: It is further understood and agreed by and between the parties hereto that the garage now located on the boundary between said parcels shall be used by both parties, that is part of said garage now located on parcel A by parties of the first part, and that part of said garage now located on parcel B by parties of the second part, and that said garage shall be maintained and repaired at the joint expense of both parties.

FOURTH: It is further understood and agreed by and between the parties hereto that the Easements granted herein are to be held by the respective grantees and as appurtenant to the land owned by said respective grantees.

THIS agreement has been executed in duplicate by the parties herein and each executed copy thereof may be considered an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

W. W. Thomas Russell
Parties of the First Part

Alice D. Russell
Parties of the First Part

Harry L. Vickery
Parties of the Second Part

Louis A. Vickery
Parties of the Second Part

STATE OF California
County of Sutter

On this 22nd day of September, 1958, before me, the undersigned, a notary public, duly commissioned and qualified for said county, personally came W. William Russell and Alice D. Russell, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

James B. Shannon
Notary Public

My commission expires the 15th day of October, 1960.

STATE OF NEBRASKA
County of DOUGLAS

On this 22nd day of September, 1958, before me, the undersigned, a notary public, duly commissioned and qualified for said county, personally came Harry L. Vickery and Lois A. Vickery, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Anna Rice
Notary Public

My commission expires the 22nd day of January, 1960.

