

EASEMENT AGREEMENT

This Agreement is made this 17 day of January, 1980, between Robert R. Root, Trustee and Louis R. Seybold, Trustee.

1. Robert R. Root is the owner in trust of Lot 7, Block 11, Southwest Village, a subdivision of the City of Omaha, Douglas County, Nebraska. Louis Seybold is the owner of Lot 6, Block 11, of Southwest Village, a subdivision of the City of Omaha, Douglas County, Nebraska. The purpose of this agreement is to create mutual easements for the benefit of the two properties.

For good and valuable consideration, Root hereby grants to Seybold a non-exclusive easement over the East 25 feet of Lot 7, Block 11, Southwest Village, a subdivision of the City of Omaha, Douglas County, Nebraska herewith referred to as the Root parcel. Seybold grants to Root an easement over the West 22 feet of Lot 6, Block 11 in Southwest Village, a subdivision of the City of Omaha, Douglas County, Nebraska, hereinafter referred to as the Seybold parcel. Each grant is made to the named grantee, his heirs, assessors, assigns, tenants, and licensees, in common with the grantor and his heirs, successors, assigns, tenants, invitees, and licensees, without payment of any fee or other charge being made therefor, except maintenance charges to be paid by the parties to this agreement and their heirs, successors, and assigns.

The easement over the West 22 feet of Lot 6, Block 11, Southwest Village shall be for purposes of ingress and egress from Arbor Street. The easement over the East 25 feet of Lot 7, Block 11 shall be for purposes of ingress, egress and parking.

The parties further agree:

1. No buildings, fences, structures, or obstacles of any kind whatsoever shall be erected, constructed, maintained or placed on the easement area inconsistent with the uses described above.
2. The parties agree, for themselves and for their heirs, successors and assigns, to at all times maintain the easement area in good order and repair. The cost of any necessary maintenance, repair or replacement to the Seybold parcel shall be shared 60% by the owner or owners of Lot 7, Block 11, and 40% by the owner or owners of Lot 6, Block 11, in Southwest Village. Maintenance of the Root parcel shall be at the expense solely of the owners thereof. The owners of Lot 7, Block 11, shall pay their agreed share of the maintenance costs set out herein within 30 days of written notice thereof.
3. Each party shall have the right to perform any necessary repair, maintenance, and replacements, without being obligated to do so, and to recover a judgment against the owner of the other parcel for the amount of that owner's proportionate share of the costs of such repairs, provided that any party intending to have such work performed shall first give to the owner of the other parcel 30 days written notice of the work proposed to be performed and the cost thereof.
4. All the covenants, agreements, conditions and restrictions set forth in this agreement are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their heirs, successors and assigns.
5. No delay or omission in exercising any right or power arising under the provisions of this agreement shall impair any such right or power or be construed as a waiver thereof. Any modification

