

EASEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 9th day of May, 1963, by and between Kenneth J. Thomas and Jeanette H. Thomas, of Omaha, Nebraska, Party of the First Part, which expression shall include their heirs, executors, administrators, agents or assigns where the context so requires, and Millard Margolin of Omaha, Nebraska, Party of the Second Part, which expression includes his heirs, executors or assigns where the context so requires,

FILED FOR RECORD IN SARPY COUNTY NEBR. Jan 11 1963 AT 10 O'CLOCK P.M.

WITNESSETH: AND RECORDED IN BOOK 22 OF Rec. PAGE 38 Miss Olivia Benkin REGISTER OF DEEDS 3-2-63

WHEREAS, The Party of the First Part owns and has title to that real estate and real property located in Sarpy County, State of Nebraska, and described as follows:

Tax Lot 9D2, Section 23, Township or Block 14, Range 13, consisting of .53 acres;

and

WHEREAS, the Party of the Second Part desires an easement and right-of-way over certain portions of the above described land;

NOW, THEREFORE, it is hereby agreed as follows:

1. The Party of the First Part does hereby grant, assign and set over to the Party of the Second Part the permanent right of ingress and egress over all of the frontage on Highway 131 which is now open to traffic, and agrees to keep said frontage open permanently and do no acts or create no obstacles to said ingress and egress over any portion of said opening on Highway 131 as it now exists.
2. The Party of the First Part does hereby grant, assign and set over to the Party of the Second Part a permanent easement over the North 18 feet of the aforescribed real estate for use by Second Party or his assigns permanently for driveway purposes.
3. Party of the Second Part agrees to grade and hard-surface all portions of the aforescribed real estate which are subject to the

easement for ingress and egress or for driveway purposes and agrees to maintain said hard surfacing.

4. This easement is subject to the ability of Party of the Second Part to acquire said real estate adjoining the above described property on the north.

5. This easement shall be superior and paramount to the rights of any of the parties hereto and it shall be a covenant running with the land.

6. All of said portions subject to the aforescribed easement shall remain open for the joint use and benefit of the parties, their heirs and assigns, and shall not be shut up, obstructed or have any buildings erected thereon without the consent of the said parties, their heirs or assigns.

Kenneth J. Thomas
Jeanette H. Thomas
Millard Margolin

STATE OF NEBRASKA)
 DOUGLAS) SS
COUNTY OF SARPY)

On this 9th day of May, 1968, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kenneth J. Thomas and Jeanette H. Thomas, to me known to be the identical persons who executed the above and foregoing Easement Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of each of them.

Witness my hand and Notarial Seal the day and year last above written.

My commission expires:
Nov 14, 1968

Albert Felder
Notary Public

STATE OF NEBRASKA)
 DOUGLAS) SS
COUNTY OF DOUGLAS)

On this 9th day of May, 1968, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Millard Margolin, to me known to be the identical person who executed the above and foregoing Easement Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My commission expires:
Nov 14, 1968

Albert Felder
Notary Public

