

JOINT DRIVEWAY EASEMENT

This agreement, dated this 5th day of May, 1953, by and between Goldina Persinger, unmarried, hereinafter called Persinger, and Cecil C. Calkins and Edith F. Calkins, husband and wife, hereinafter called Calkins,

WHEREAS, Persinger was the owner in fee of premises described as follows, to wit;

The South 3 feet of Lot 2, and Lots 3,4,5 and 6, and one half of vacated alley adjacent; and the South 18 feet of the East 4 feet of Lot 11, and one half of the vacated alley adjacent, all in Morsman Park Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, and,

WHEREAS, Persinger, prior to date hereof, conveyed a portion of the above described premises to Calkins, to wit, premises described as,

The South 3 feet of Lot 2, all of Lot 3 and the North 2.3 feet of Lot 4, and the East Half vacated alley adjoining on the West, and the South 18 feet of the East 4 feet of Lot 11, and the West half of vacated alley adjoining on the East, all in Morsman Park, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, and,

WHEREAS, premises now owned by Persinger and Calkins, as above described and designated, are adjacent to each other, and owners thereof are desirous of and intend, with this instrument, to create an easement for the construction and maintenance of a joint driveway, under the terms and conditions as hereinafter set forth, and,

WHEREAS, parties hereto mutually covenant and agree to convey specific portions of their respective premises for the creation of said joint driveway easement, to wit;

Persinger agrees to convey, for the purpose of said easement, the north five feet of her premises, commencing with the east lot line thereof and extending from east to west for a distance of 90 feet, and,

Calkins agrees to convey the south ^{Four}~~three~~ feet of his premises, commencing with the east lot line thereof and extending from east to west for a distance of 110. ~~90~~ feet.

The above change to 110'
G.P.
C. C. Calkins
E. F. C.

Goldina Persinger
Cecil C. Calkins
Edith F. Calkins

NOW, THEREFORE, in consideration of one dollar and other valuable consideration, paid to each other by the parties hereto, receipt of which is hereby acknowledged, said parties grant to each other, their heirs, executors, administrators and assigns, that portion of their premises, above set forth, for the creation of a joint driveway easement, each party to have the full, free and uninterrupted use of said premises herein demised for said easement and for the purposes of said easement.

It is covenanted and agreed by and between the parties hereto that the following terms and conditions shall govern and be binding on the parties hereto in the construction, maintenance, use and enjoyment of the joint driveway easement hereby created:

All maintenance expense is to be shared equally by the parties hereto, exclusive of initial construction, and to be incurred only by permission of all parties hereto.

Calkins is to build a drywall retaining wall, on Persingers premises, from the front lot line to the house adequate to the furtherance and completion of the joint driveway.

Calkins is to remove the old driveway, presently existing, and to construct, or have constructed, the new joint driveway, which construction is to be completed in a workmanlike manner and in accordance with specifications of all parties hereto.

Parties hereto covenant and agree that there will be no parking of vehicles, other than that necessary for ingress and egress on said joint driveway, or any other obstruction placed, or caused to be placed, by parties hereto, on or about said joint driveway that will conflict with the free use and enjoyment of same, expense of removal of hazard or obstruction caused by Act of God to be shared equally by the parties hereto.

It is mutually intended by the parties hereto that this easement shall be a covenant running with the land, and shall be perpetual, unless sooner terminated by proper parties or by violation of the terms and conditions of said easement.

Edith Persinger
Cecil R. Calkins
Edith F. Calkins

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public in and for said county, personally appeared Goldina Persinger, unmarried, who is personally known to me, and she, in my presence, acknowledged the execution of the foregoing instrument as her voluntary act and deed.

Dated this 5th day of May, 1953.



Winifred Adams
Notary Public

My Commission expires June 5, 1953.

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public in and for said county, personally appeared Cecil C. Calkins, who is personally known to me, and he, in my presence, acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

Dated this 5th day of May, 1953



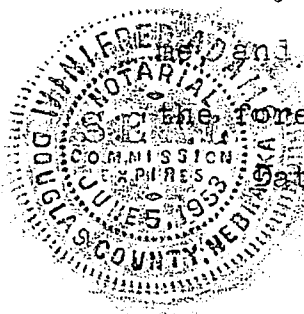
Winifred Adams
Notary Public

My Commission expires June 5, 1953.

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a notary public in and for said county, personally appeared Edith F. Calkins, who is personally known to me, and she, in my presence, acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

Dated this 5th day of May, 1953



Winifred Adams
Notary Public

My Commission expires June 5, 1953.