

EASEMENT AGREEMENT

THIS AGREEMENT made this 3rd day of January, 1955, by and between Meyer L. Stern and Reva L. Stern, husband and wife, and Samuel H. Stern and Bess H. Stern, husband and wife, as parties of the first part, hereinafter called First Parties, and Rose Kaplan and David M. Kaplan, wife and husband, as parties of the second part, hereinafter called Second Parties, witnesseth:

WHEREAS, First Parties are the owners of and have title to the property described as follows:

Lot Eight (8), in Block Twenty-two (22), in Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS, Second Parties are the owners of and have title to the property described as follows:

Lot Nine (9), in Block Twenty-two (22), in Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS said properties are adjacent to each other so that the east line of said Lot Nine (9) forms the west line of said Lot Eight (8), and

WHEREAS, there is a sidewalk for pedestrian passage between Lot Eight (8) and Lot Nine (9), which sidewalk extends Three and two-tenths (3.2) feet on the easterly portion of Lot Nine (9) and Eight-tenths (.8) feet on the westerly portion of Lot Eight (8), and

WHEREAS the parties hereto in consideration of the sum of One Dollar (\$1.00) in hand paid each to the other, have agreed to grant to each other an easement or right of way along said adjoining lot line and on said sidewalk,

NOW THEREFORE, in pursuance to said agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of said parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. First Parties hereby grant unto Second Parties, their heirs and

assigns, an Easement of Right of Way, together with the full and free right for them, their tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter, for the purpose of pedestrian ingress and egress to and from the rear or any other portion of said Lot Nine (9) and/or the rear entrances of and/or the parking area connected with the dwelling or improvements located on said Lot Nine (9), and for all other purposes connected with the use of said Lot Nine (9), to pass and re-pass along and over a strip of land Eight-tenths (.8) feet wide; extending upon and along the west side of said Lot Eight (8) and across a public sidewalk and a parkway from Hamilton Street to the north line of said Lot.

2. Second Parties hereby grant unto First Parties, their heirs and assigns, an easement of Right of Way, together with the full and free right for them, their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter, for the purpose of pedestrian ingress and egress to and from the rear or any other portion of said Lot Eight (8) and/or the rear entrances of and/or the parking area connected with the dwelling or improvements located on said Lot Eight (8), and for all other purposes connected with the use of said Lot Eight (8), to pass and repass along and over a strip of land Three-tenths (3.2) feet wide, extending upon and along the east side of said Lot Nine (9) and across a public sidewalk and a parkway from Hamilton Street to the north line of said Lot.

3. It is further understood and agreed by and between the parties hereto that the First Parties will and do hereby assume and agree to pay one-half, and the Second Parties will and do hereby assume and agree to pay one-half of the cost of maintaining and repairing the present concrete sidewalk over the respective easements herein granted.

4. 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, their heirs and assigns as appurtenant to the land owned by said respective grantees, and that this agreement shall be construed as a covenant running with the land, and shall be binding in favor of and

