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AGREEMENT

THIS AGREEMENT made this 15 day of October, 1984, by and between LEO L. SMITH, JR. of Omaha, Nebraska, (hereinafter referred to as "the Party of the First Part"), and PATRICK J. FOLEY and BERNARD V. KENNEY, both of Omaha, Douglas County, Nebraska, (hereinafter referred to collectively as "the Party of the Second Part").

W I T N E S S :

The Party of the First Part for himself, his heirs, and assigns, grants and conveys unto the Party of the Second Part, their heirs and assigns, an easement in, to, upon, and over the driveway portion of the roadway situated on the following legally described property owned by the Party of the First Part:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, T15N,
R12E of the 6th P.M., Douglas County,
Nebraska, lying East of the Big Papillion
Drainage Ditch, except the North 260.00
feet.

Said easement is given for the purpose of ingress and egress to the Party of the Second Part to travel to and from their property. It is understood that it is not to be construed as an easement given to the exclusion of the Party of the First Part, his heirs and assigns, or to others later granted a similar right.

The Party of the First Part agrees with the Party of the Second Part to at all times maintain and make necessary repairs, each sharing equally all expenses, should the roadway require any upkeep and maintenance.

To have and to hold the said easement unto the Party of the Second Part and unto his successors and assigns forever.

This right of way shall run with the land and shall remain

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an encumbrance upon the property herein to be used as a right of way.

The Party of the Second Part will be entitled to the full and limited use of the well water located on the Party of the First Part's premises, for and in connection with the use and operation of the premises owned by the Party of the Second Part. This use and enjoyment of the well water shall run with the land and shall remain with the premises. The Party of the Second Part has full and free right and liberty for themselves and their tenants, servants, visitors, licensees, and all others having any right to be on the premises of the Party of the Second Part for the use and enjoyment of said water. It is understood and agreed between the parties that the water covered by this Agreement shall not be used by the Party of the Second Part on any lands except those owned by the Party of the Second Part adjacent to the property owned by the Party of the First Part, his successors and assigns, nor shall the water be permitted to go to waste or be discharged upon other lands.

SVK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

WITNESS:

[Signature]

[Signature]
LEO L. SMITH, JR., Party of the First Part.

WITNESS:

[Signature]

[Signature]
PATRICK J. FOLEY, Party of the Second Part.

[Signature]
BERNARD V. KENNEY, Party of the Second Part.

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E. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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