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EASEMENT

THIS AGREEMENT made and entered into this 22nd day of November, 1965, between SAM MONACO and LOUISE MONACO, husband and wife (hereinafter referred to as "Grantors"), and CHARLES RUMA and CARMELA RUMA, husband and wife, (hereinafter referred to as "Grantees"),

WITNESSETH:

WHEREAS, the Grantors are the owners of the following described real estate, to-wit:

Lot One (1), together with the North Forty (N40) Feet of Lot Two (2), except the East Forty-Two (E42) Feet thereof, all located in Block Twelve (12), S.E. Rogers Addition, an addition to the city of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the Grantees are purchasing, under the terms of a certain land contract, from the Grantors the following described real estate, to-wit:

East Forty-Two (E42) Feet of Lot One (1), together with the East Forty-Two (E42) Feet of the North Forty (N40) Feet of Lot Two (2), Block Twelve (12), S.E. Rogers Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded and more commonly known as 1213 Dorcas Street; and

WHEREAS, there is presently existing along the east boundary line of the Grantors land a driveway which in the past has served as a common driveway for the land owned by the Grantors and the land which is now being sold to the Grantees; and

WHEREAS, said driveway is entirely located upon the land presently owned by the Grantors and it is the desire of the Grantors to give the Grantees an easement for the purpose of ingress and egress over said driveway.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto it is hereby agreed by and between the parties

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that the Grantors, for themselves, their heirs and assigns, covenant and grant to the Grantees, their heirs and assigns, an easement through and over the driveway which is now in existence and located along the east boundary line of the land owned by the Grantors and extending back in a southerly direction to the rear of the home being purchased by the Grantees. It is the intention of the parties hereto to create a common driveway between the land owned by each of the parties hereto for their respective benefits.

It is further agreed that said driveway is to be kept also for the joint use and benefit of the parties hereto.

It is further agreed that the Grantor will make any necessary repairs and bear the cost of said easement as the driveway is located upon their property.

It is further agreed that the easement thus granted shall continue so long as it may be necessary and required for ingress and egress to and from the garage that is situated in the rear of the home known as 1213 Dorcas Street, after which it will come to an end.

IN WITNESS WHEREOF we have hereunto set our hand this 22nd day of November, 1965.

Sam Monaco  
Sam Monaco, Grantor

Louise Monaco  
Louise Monaco, Grantor

Charles Ruma  
Charles Ruma, Grantee

Carmela Ruma  
Carmela Ruma, Grantee

SUBSCRIBED and SWORN to before me this 22nd day of November, 1965.



Joseph P. O'Connell  
NOTARY PUBLIC

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RECORDED IN GENERAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
23 November 1965 AT 10:51 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 7.76