

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 1952, by and between SAMUEL N. WOLF and REBECCA WOLF, husband and wife, of Omaha, Nebraska, parties of the first part, and GENERAL SALES AND INVESTMENT COMPANY, a Nebraska corporation, of Omaha, Nebraska, party of the second part,

WITNESSETH:

WHEREAS the parties of the first part are the owners of

The North 135 feet of Lot 13, in Fairacres, an Addition to the City of Omaha in Douglas County, Nebraska, as surveyed, platted and recorded,

and the party of the second part is the owner of

Part of Lot 14 Fairacres, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, bounded and described as follows, to-wit: Beginning at the Southwest corner of said Lot 14; thence North along the West line of said Lot, 120 feet; thence East along a line 120 feet North of and parallel to the South line of said Lot 14, for a distance of 95 feet; thence South 66° 30' East for a distance of 143 feet; thence South along a line 50 feet West of and parallel to the East line of said Lot 14 for a distance of 62 feet; thence West along the South line of said Lot 14, 224 feet to place of beginning,

adjoining the lands of the parties of the first part on the North side thereof, and

WHEREAS by mistake a portion of a fence belonging to the parties of the first part encroaches on the lands of the party of the second part, and it is mutually desired that such fact shall not create a right of easement;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. That the said encroachment of the said fence belonging to the parties of the first part upon the land of the

party of the second part shall be deemed to have been made and the continuance of the same hereafter shall be deemed to be with the express license and consent of the party of the second part so that the parties of the first part shall not acquire any easement or right in respect to the same.

2. That the parties of the first part shall take down and remove said fence so far as the same encroaches upon the land of the party of the second part within thirty (30) days after the party of the second part shall have given notice to the parties of the first part or to the owner or occupant for the time being of the land now belonging to the parties of the first part, a notice in writing requiring them so to do, and it is further hereby agreed that every such notice shall be sufficient if left at the house upon the land of the parties of the first part, although not addressed to any person by name or description.

3. That in the event said fence be removed by the parties of the first part without notice for any purpose whatsoever, such removal shall automatically operate as a revocation of the consent of the party of the second part for the continuance of the maintenance of said fence upon the land of the party of the second part, and such fence shall not be replaced.

4. That the respective owners for the time being of the said lots of land hereinabove described shall have the benefit of and be bound by the terms of this agreement and shall be deemed to be included wherever the names of the said parties hereto respectively occur.

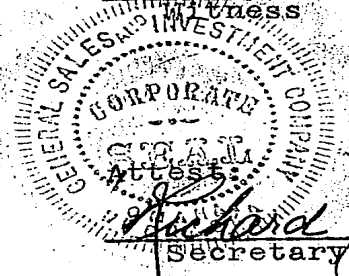
IN WITNESS WHEREOF the parties hereunto have set their hands the day and year first hereinabove mentioned.

James H. Rhodes
Witness

Samuel H. Wolf
Phyllis Wolf
Parties of the First Part.

GENERAL SALES AND INVESTMENT COMPANY,
a Nebraska corporation.

By J. M. Hayden
President.
Party of the Second Part.



STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 6th day of October, 1952, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came SAMUEL N. WOLF and REBECCA WOLF, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Varro H. Rhodes
 Notary Public

My commission expires October 7, 1956.

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 6 day of October, 1952, before me, the undersigned, a Notary Public in and for said County, personally came General Sales and Investment Company, President of the GENERAL SALES AND INVESTMENT COMPANY, a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said GENERAL SALES AND INVESTMENT COMPANY, and that the Corporate seal of the said GENERAL SALES AND INVESTMENT COMPANY was thereto affixed by its authority.

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

J. H. Walman
 Notary Public

My commission expires May 27, 1958.

3. 9 October 52 9:39A 3 50
 INDEXED IN MATERIAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. THOMAS J. GOODMAN, REGISTER OF DEEDS.