

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made this 4 day of April, 1958, by and between SAMUEL N. WOLF and REBECCA WOLF, husband and wife, hereinafter referred to as Wolf, and RICHARD J. McFAYDEN, hereinafter referred to as McFayden, WITNESSETH:

WHEREAS, Wolf is the owner 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 McFayden is the owner of part of Lot 14, Fairacres, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, 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  $66^{\circ} 30'$  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 said Wolf on the North side thereof; and

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

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties herein contained, One Dollar and other valuable consideration, it is agreed by and between the parties hereto as follows:

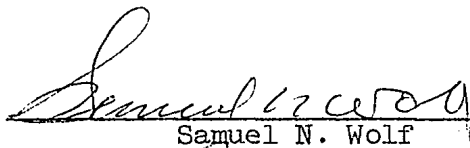
1. That the said encroachment of the said fence belonging to Wolf upon the land of McFayden shall be deemed to have been made and the continuance of the same hereafter shall be deemed to be with the express license and consent of McFayden so that Wolf shall not acquire any easement or right in respect to the same.

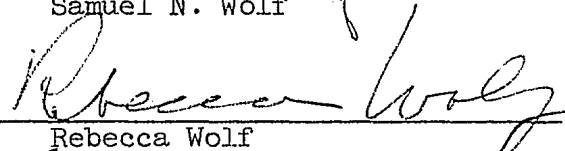
2. That Wolf shall take down and remove said fence so far as the same encroaches upon the land of McFayden within thirty days after McFayden shall have given notice to Wolf or to the owner or occupant for the time being of the land now belonging to Wolf, said notice requiring them so to do being in writing,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

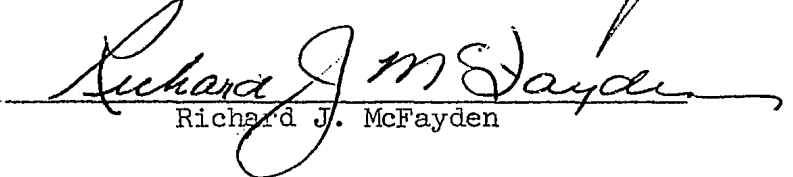
3. That in the event said fence be removed by Wolf without notice for any purpose whatsoever, such removal shall automatically operate as a revocation of the consent of McFayden for the continuance of the maintenance of said fence upon the land of McFayden, and such fence shall not be replaced.

The parties agree that this agreement shall be binding upon themselves, their grantees, successors, assigns, vendees, heirs and personal representatives, and that the foregoing agreement shall run with the land until such time as it is terminated and the fence removed in accordance with the above provisions of this agreement.

Dated at Omaha, Douglas County, Nebraska, the day and year first above written.

  
Samuel N. Wolf

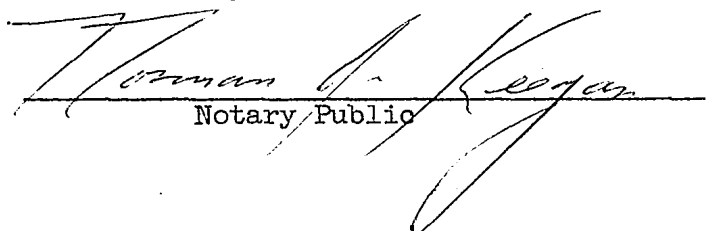
  
Rebecca Wolf

  
Richard J. McFayden

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 4 day of April, 1958, before me, the undersigned, a Notary Public in and for the above county and state, personally appeared Samuel N. Wolf and Rebecca Wolf, husband and wife, to me known to be the identical persons who executed the above and foregoing Encroachment Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

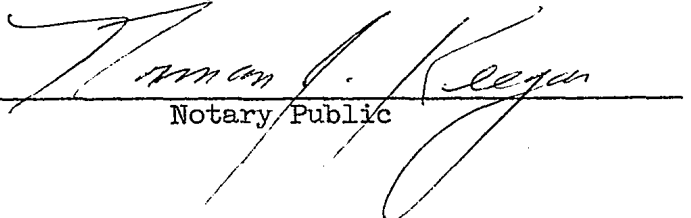
Witness my hand and Notarial Seal the day and year last above written.

  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 4 day of April, 1958, before me, the undersigned, a Notary Public in and for the above county and state, personally appeared Richard J. McFayden, to me known to be the identical person who executed the above and foregoing Encroachment Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

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

  
Notary Public