

AGREEMENT FOR JOINT USE OF
PASSAGEWAY BETWEEN TWO BUILDINGS

* * * * *

This indenture made this 12th day of May, 1951, between Rosario Pantano and Josephine Pantano, husband and wife as joint tenants, parties of the first part, and Robert C. Davalos, party of the second part, witnesseth:

That whereas the first parties hereto did on the 11th day of May, 1951, enter into a land contract with party of the second part for the sale of the premises described as:

The East 24.4 Feet of the South 78.3 Feet of Lot 5, Block 246 and the West 41.6 Feet of the North 59.1 Feet of the South 78.3 Feet of Lot 5, Block 246, all in the original city of Omaha, Douglas County, Nebraska, together with the East 15 Feet of street vacated on the West and the North 15 feet of Pierce Street vacated on the South, and

WHEREAS, the first parties hereto own a brick store building adjacent to said premises on the South and on the West, same being located at the Northwest corner of Pierce and 7th Streets and,

WHEREAS, there is a sidewalk and passageway three (3) feet wide separating the store building and the frame house on the North side of said store building and another sidewalk three (3) feet wide separating the frame house and the store building herein referred to on the East side thereof, and

WHEREAS, under said contract of sale the said second party shall receive title to two (2) feet to the North of said store building and the entire three (3) feet of said walk upon the East of said store building and frame house to the East thereof, and

WHEREAS, the parties hereto have come to an agreement with respect to the joint use of said sidewalks so that each of the parties hereto shall have the use of said passageways or walks at all times for the purpose of exit and entry into their respective buildings.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter set forth, the following agreement is entered into between said parties:

The said first parties hereto hereby grant unto second party the free and unrestricted use of the South one (1) foot of the passageway between the corner brick building and the frame house to the North thereof, and the said second party hereby grants unto the first parties the free and unrestricted use of the remaining two (2) feet of said passageway or sidewalk running between said two buildings and to the South of the frame structure and to the North of the brick structure adjacent to the premises hereinabove described; and in further consideration of the premises and the mutual rights and obligations herein set forth, the said second party hereby grants to the first parties the right to the unrestricted use of the three (3) foot sidewalk and passageway separating the frame building sold to second party and the brick store building owned by first parties to the West of said frame structure, said passageways or sidewalks being a part of and included in the premises sold by land contract by the first parties to the second party under date of May 11, 1951.

It is further understood between the parties hereto that as to both sidewalks and passageways between the buildings that each of the parties to this contract will pay one-half of the maintenance and upkeep of said sidewalks and passageways between said buildings.

It is further agreed between said parties that the first parties hereto shall and hereby do reserve to themselves and to their heirs and assigns the right of use of said walks and passageways in a deed to be executed by them in performance of the terms of the land contract between said parties, and that the second party to this agreement shall grant, and by these presents does stipulate, grant and agree, to allow all persons, including the present owners and all persons who may acquire any title to the premises known as the store building bisecting the premises purchased by second party under date of May 11, 1951, upon the South and West of the buildings thus purchased by said second party, to use said passageway and sidewalk as herein set out.

IN WITNESS WHEREOF the parties hereto have set their hands on this day of May, 1951.

Herbert L. Osborn
Witness

Rosario Pantano
First Parties

Herbert L. Osborn
Witness

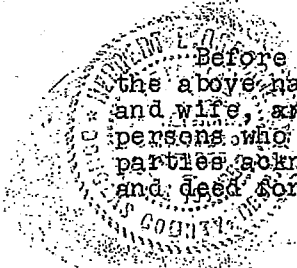
Josephine Pantano
First Parties

W. Osborn
Witness

Robert C. Davalos
Second Party

STATE OF NEBRASKA
COUNTY OF DOUGLAS : ss

Before me the undersigned, Notary Public, personally appeared the above named, Rosario Pantano and Josephine Pantano, husband and wife, and Robert C. Davalos, known to me to be the identical persons who executed the foregoing agreement, and each of said parties acknowledged the execution thereof to be his voluntary act and deed for the purposes therein set forth.



Herbert L. Osborn
Notary Public

STATE OF NEBRASKA
COUNTY OF DOUGLAS : ss

Before me the undersigned, Notary Public, personally appeared the above named Robert C. Davalos known to me to be the identical person who executed the foregoing agreement, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein set forth.



W. Osborn
Notary Public