

E A S E M E N T

This Agreement made this 30 day of September, 1965, by and between IVO J. RAUTERKUS and ALBERTA MAE RAUTERKUS, husband and wife, jointly and severally of Omaha, Douglas County, Nebraska, parties of the first part, their heirs, assigns, executors and administrators, and CLYDE P. DE WITT and ^{Marilyn} MARY ANNETTE DE WITT, husband and wife, jointly and severally of Omaha, Douglas County, Nebraska, parties of the second part, their heirs, assigns, executors and administrators, Witnesseth:

WHEREAS, the parties of the first part own and have title to the real estate situated in Omaha, Douglas County, Nebraska, described as follows:

Lot Twenty-five (25), Block Six
(6), Wears Benson, an Addition
in Douglas County, Nebraska.

and,

WHEREAS, the parties of the second part own and have title to the real estate situated in Omaha, Douglas County, Nebraska, described as follows:

Lot Twenty-six (26), Block Six
(6), Wears Benson, an Addition
in Douglas County, Nebraska.

and,

WHEREAS, said properties are adjacent to each other so that the East line of said Lot Twenty-five (25) forms the West line of said Lot Twenty-six (26), and

WHEREAS, the parties hereto in consideration of the sum of One (\$1.00) Dollar in hand paid each to the other, have agreed to grant to each other an easement or right of way along said adjoining lot lines;

NOW, THEREFORE, in pursuance to said Agreement and for and in consideration of the sum of One (\$1.00) Dollar paid by each of said parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

FIRST: The parties of the first part hereby grant unto the parties of the second part, their heirs and assigns, an Easement and Right of Way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereinafter for the purposes of ingress and egress on foot to and from the rear or any portion of said Lot Twenty-six (26) and for all other purposes connected with the use of said Lot Twenty-six (26), to pass and repass along and over a strip of land 1.5 feet wide, extending upon and along the East side of said Lot Twenty-five (25) and more particularly described as the North 30.8 feet of the South 63.8 feet of the East 1.5 feet of Lot Twenty-five (25), Block Six (6), Wears Benson, an Addition in Douglas County, Nebraska; which parcel of land extends upon and along the East side of the said Lot Twenty-five (25), and on which is constructed a sidewalk and steps descending to the North.

SECOND: The parties of the second part hereby grant unto the parties of the first part, their heirs and assigns, an Easement and Right of Way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereinafter for the purposes of ingress and egress on foot to and from the rear or any portion of said Lot Twenty-five (25) and for all other purposes connected with the use of said Lot Twenty-five (25), to pass and repass along and over a strip of land 1.5 feet wide, extending upon and along the West side of said Lot Twenty-six (26) and more particularly described as the North 30.8 feet of the South 63.8 feet of the West 1.5 feet of Lot Twenty-six (26), Block Six (6), Wears Benson, an Addition in Douglas County, Nebraska; which parcel of land extends upon and along the West side of the said Lot Twenty-six (26), and on which is constructed a sidewalk and steps descending to the North.

THIRD: It is further understood and agreed by and between the parties hereto that the Easements granted herein are to be held by the respective grantees, their heirs and assigns as appurtenant to the land owned by said respective grantees.

FOURTH: It is further understood and agreed by and between the parties hereto that the parties of the first part will and do hereby assume and agree to pay one-half, and the parties of the second part will and do hereby assume and agree to pay one-half of the cost of maintaining the sidewalk and the present cement steps over the respective easements herein granted.

It is further understood and agreed by and between the parties hereto that they will mutually share the obligation of maintaining the sidewalk easement free of snow and debris.

FIFTH: This Agreement has been executed in duplicate by the parties hereto and each executed copy thereof shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Ivo J. Rauterkus
IVO J. RAUTERKUS

Alberta Mae Rauterkus
ALBERTA MAE RAUTERKUS

Clyde P. De Witt
CLYDE P. DE WITT

Mary Annette De Witt
MARY ANNETTE DE WITT
Marilyn

STATE OF NEBRASKA)
County of Douglas) ss.

Before me, a Notary Public qualified for said County, personally came IVO J. RAUTERKUS and ALBERTA MAE RAUTERKUS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS by hand and notarial seal on this 30th day of September,

William H. Mitchell
NOTARY PUBLIC

My commission expires May 24, ~~1965~~ ¹⁹⁶⁹.

STATE OF NEBRASKA)
County of Douglas) ss.

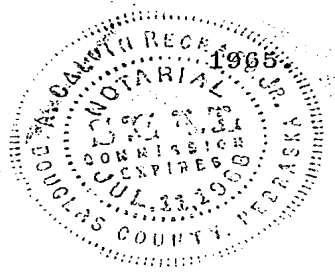
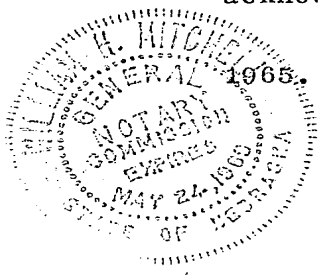
Before me, a Notary Public qualified for said County, personally came CLYDE P. DE WITT and ~~MARY ANNETTE DE WITT~~ ^{Marilyn}, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS by hand and notarial seal on this 30th day of September,

Robert P. Miller
NOTARY PUBLIC

My commission expires JULY 11, 1965.

ROBERT P. MILLER, ATTORNEY AT LAW
OMAHA, NEBRASKA



RECEIVED

1965 OCT 6 PM 4 07

TIMOTHY J. O'CONNOR
REGISTER OF DEEDS
DOUGLASS COUNTY

THE STATE OF MICHIGAN } ss.
DOUGLASS COUNTY }
I have prepared index and filed
for Record in the Office of the Register of
Deeds of said county and recorded in
Book 430 of misc

Page 179

Henry J. ...
Deputy

BY _____ Deputy
PAID = 64-249
NOV 11 1965
RECORDED Fee 6.50

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could not be Blog.
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Misc*