# EASEMENT AGREEMENT

IT IS HEREBY AGREED by and between ELIZABETH WEBER, Party of the first part, and VIOLA GARDNER and HENRY EBSTER, parties of the second part:

W I T N E S S E T H:

Whereas, the party of the first part is possessed of the following described real estate, to-wit:

North Thirty-Five (35) feet of Lot Seventeen (17), Block Two (2), West Allis Homestead Subdivision in the City of West Allis,

Whereas, the parties of the second part are the owners of the following described real estate, to-wit:

North Fifteen (15) feet of Lot 16 and South 25 feet of Lot 17, Block 2, West Allis Homestead Subdivision, City of West Allis, Milwaukee County, Wisconsin,

Whereas, the property abut each other, and

Whereas, there is a common driveway upon the properties heretofore mentioned, and

Whereas, the parties are desirous of creating an easement in the real estate adjoining, covering an area which is to be used as a driveway and so that both parties may commonly use the driveway:

IT IS HEREBY AGREED: That for and in the consideration of the sum of One ($1.00) Dollar and other good and valuable consideration the party of the first part does hereby grant to the parties of the second part an easement over the following described property, to-wit:

The West 100.00 feet of the South 8.50 feet of the north 35.00 feet of Lot 17, Block 2, West Allis Homestead Subdivision, a part of the South East 1/4 of Section 4, Town 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin,

and the parties of the second part do hereby grant to the party of the first part an easement over the following described property, to-wit:

The West 100.00 feet of the south 2.50 feet of the north 37.50 feet of Lot 17, Block 2, West Allis Homestead Subdivision, a part of the South East 1/4 of Section 4, Town 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

IT IS FURTHER AGREED that the easement between the parties heretofore mentioned shall go and does go to the heirs and assigns of the respective parties.

IT IS FURTHER AGREED between the parties that in the event that it shall be necessary that the said driveway be repaired, that the party of the first part and the parties of the second part shall share equally in the cost of the necessary repair of the driveway.

IT IS FURTHER AGREED between the parties that the specific purpose of this easement shall be for the use of ingress and egress to the respective garages of the parties, and that said driveway shall not be used for parking in any respect.

Dated at Milwaukee, Wisconsin, this 10th day of January, 1952.

In Presence Of;

Harrison A. Gardner
Richard G. Boehme
Patricia Kimes
Helen Sowinski
M. A. Ahrens
Mary D. Ahrens

Elizabeth Weber
Party of the First Part

Viola Gardner
Party of the Second Part

Henry Ekstein
Party of the Second Part

* * *

STATE OF WISCONSIN )
( ss.
MILWAUKEE COUNTY )

Personally came before me, this 10th day of January, 1952, the above named ELIZABETH WEBER to me known to be the person who executed the foregoing instrument and acknowledged the same.

Richard G. Boehme
Notary Public, Milwaukee Co., Wis.
My commission expires: Jan. 11th. 1953

STATE OF WISCONSIN )
MILWAUKEE COUNTY ) SS.

Personally came before me, this 25th day of January, 1952, the above named VIOLA GARDNER to me known to be the person who executed the foregoing instrument and acknowledged the same.

Earl J. Kuehl

Notary Public, Milwaukee Co., Wis.
My commission expires: 11-16-52

* * *

STATE OF Florida )
COUNTY OF Broward ) SS.

Personally came before me, this 11th day of January, 1952, the above named HENRY EHSTER to me known to be the person who executed the foregoing instrument and acknowledged the same.

Mary D Ahrens

Notary Public, Broward County, Fla.
My commission expires:

Notary Public, State of Florida at large
My commission expires Sept. 24, 1954.
Bonded by American Surety Co. of N. Y.

ORIGINAL

3084337

EASEMENT AGREEMENT

REGISTER'S OFFICE } ss.
Milwaukee County, Wis.
RECEIVED
for record JAN 23 1952 at 3:35 P. M. and recorded in vol. 2975 Deeds page 419
Stanley A. Mansfield
REGISTER OF DEEDS

EARL J. KUEHL
ATTORNEY AT LAW

JAN-23-52 4 13 669 3084337 A Rec 1.80