THIS AGREEMENT made and entered into this 16th day of March, 1966 by and between A. S. BATTIATO CONSTRUCTION CO., INC., a Nebraska corporation, hereinafter called "the corporation", and RUSSELL E. WESTERGAARD and EVELYN L. WESTERGAARD, husband and wife, of Omaha, Nebraska, hereinafter called "the Westergaards",

WITNESSETH:

WHEREAS, the corporation is the owner of the following described real estate, hereinafter called "Parcel A", to-wit:

The East 150 feet of Lot Three (3) in the subdivision of Block Twelve (12) in West Benson, an addition in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the Westergaards are the owners of the following described real estate, hereinafter called "Parcel B", to-wit:

The South 75 feet of the East 150 feet of Lot Two (2) in the subdivision of Block Twelve (12) in West Benson, an addition in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, said parcels are contiguous and the north boundary line of Parcel A constitutes the south boundary line of Parcel B; and

WHEREAS, each of the parties hereto desires to acquire an easement or right-of-way along such boundary line, to the extent and
upon the terms and conditions hereinafter specified, for the purpose of ingress and egress to and from such parcels;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The corporation hereby grants, conveys and confirms unto the Westergaards, for the purpose of ingress and egress to and from the rear or any portion of Parcel B, an easement or right-of-way over, along and across the North Ten (10) feet of Parcel A.
 - 2. The Westergaards hereby grant, convey and confirm unto

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the corporation, for the purpose of ingress and egrees to and from the rear or any portion of Parcel A, an easement or right-of-way over, along and across the South Ten (10) feet of Parcel B.

- 3. The parties shall pay and discharge in equal proportions the cost of keeping and maintaining in good condition and repair the gravel driveway which is presently located upon the strip of land, Twenty (20) feet in width, which consists of the North Ten (10) feet of Parcel A and the South Ten (10) feet of Parcel B. The parties shall likewise pay and discharge in equal proportions the cost of keeping and maintaining in good condition and repair any other driveway which shall hereafter be constructed or placed upon such strip with the mutual consent of the parties.
- 4. Nothing herein contained shall vest in either party hereto the exclusive right to use such strip of land or any portion thereof, but the parties shall have and retain equal rights to use such strip in common for the purpose of ingress and egress to the adjoining parcels as aforesaid. Neither party shall at any time interfere with or prevent the exercise of the rights of the other party hereunder.
- 5. The easement and right-of-way hereby granted to each party shall be held and enjoyed by such party as appurtenant to the parcel owned by such party as aforesaid and shall continue in full force and effect as long as such easement and right-of-way are reasonably needed or required by such party for ingress or egress to and from such parcel or any portion thereof.
- 6. The provisions of this agreement shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

A. S. BATTIATO CONSTRUCTION CO. LINC
By Maller Comment
President
- 100 Duhand
Russell E. Westergaard
Twely Tilestingund
Evelyn L. Westergaard

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ŗ.,

On this 16th day of March, 1966 before me, a notary public, duly commissioned and qualified for in said county, personally came A. S. BATTIATO, president of A. S. Battiato Construction Co., rmc., a metraska corporation, known to me to be the president and the identical person who signed the foregoing Agreement, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal the date last above written.

Joseph & Jhon Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 16th day of March, 1966 before me, a notary public, duly commissioned and qualified for in said county, personally came RUSSELL E. WESTERGAARD and EVELYN L. WESTERGAARD, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Agreement and acknowledged the execution thereof to be their voluntary and adeed.

WITNESS my hand and notarial seal the date last above written.

Notary Public

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adjected this bove with the parties and good this so and the parties and good this so and the parties are to have a second this so and the so are a second the second this so are a second the second this second this second the second this second this second this second this second the second this second

Russell b Westergaard

Evelyn L. Westergoard

SLIVER OS MERETERO

COMMA OF DODGETTS (

On this leth day of warch, 1986 before uc, a notary public, duly desaits sioned and qualified for in said county. Personally came A. S. Barararo, president of A. S. Batthato Construction Construction and construction is well-asks sarjouration, became to me to be the priotical gentralidation the foregoing Agreement, subject and the identical person who signed the foregoing Agreement, subject as auch efficar and the voluntary act and need of said dead as such that the foregoing and constituted said consideration, and that its comporate seal was therefore affined by ice said-bally.

WINDERSO my hand and notaxial seal the date last above written.

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Massell C. A. Control

SIMLE OF MEENASKA

confide of posicial)

On this late day of Merch, 1966 before me, a notary public, duly commissioned and qualified for in said county, personally came NUSERIA B. MESTERGARD hashand and NUSERIA B. MESTERGARD, hashand and wife, to me known to be the identical persons whose names are attimed by the foregoing Agreement and acknowledged the execution the figure of the rotary ant and deed.

Motary Public