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GEORGE J. UNOLANICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2042 11.30 # 47-36765
Kw Jk

FENCE AGREEMENT

AGREEMENT entered into this 22nd day of September, 1994, by and between ROY A. SMITH, 5051 "L" Street, Omaha, Nebraska 68117 ("Smith") and BUSCO, INC., d/b/a ARROW STAGE LINES, a Nebraska Corporation, 52nd and Arbor Streets, Omaha, Nebraska 68106 ("Arrow").

WHEREAS, there is an eight foot fence dividing Smith's property at 5310 Dayton Street, Omaha, Nebraska, legally described as Lot 23 Spring Valley Industrial Park, except the West 12.3 feet, and Arrow's property at 52nd and Dayton Streets, legally described as all of Lots 24 and 25 in Spring Valley Industrial Park, which fence is located on Smith's property; and

WHEREAS, Smith and Arrow desire to enter into an agreement regarding said fence.

NOW, THEREFORE, for the purpose of declaring their intentions, the undersigned agree as follows:

1. Smith and Arrow agree that both parties may use said fence and that the cost of said fence shall be divided equally between Smith and Arrow. The parties further agree that any further maintenance or repair of said fence shall be divided equally between the parties, and if the fence needs to be rebuilt for any reason, the cost of rebuilding the fence shall be divided equally by the parties. However, if the maintenance, repair, or rebuilding is caused by the sole action of either party, the party causing the maintenance, repair, or rebuilding shall pay the entire cost of the required maintenance, repair, or rebuilding.

Joseph C. BYAM
317 American Nat. Bldg.
8990 West Dodge Rd.
Omaha, NE 68114

2. Neither Smith nor Arrow shall materially alter or change said fence without the consent of the other party. Each party agrees to maintain the area on their side of the fence including all grass areas.

3. The parties acknowledge that the fence is located on Smith's property and that this Fence Agreement does not grant Arrow any interest in Smith's property.

4. This declaration shall at all times be construed as a covenant running with the land.

5. This declaration shall be binding upon the undersigned, their successors, assigns, and grantees.

Roy A. Smith
Roy A. Smith

SMITH

BUSCO, INC., d/b/a
ARROW STAGE LINES

By Steve Busstohl
President

ARROW

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ^{SS}

The foregoing Fence Agreement was acknowledged before me this 23 day of September, 1994, by Roy A. Smith.

GENERAL NOTARY-State of Nebraska
KATHY M. HUG
My Comm. Exp. May 20, 1995

Kathy M. Hug
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ^{SS}

The foregoing Fence Agreement was acknowledged before me this 26 day of September, 1994, by Steve Busstohl, President of Busco, Inc., d/b/a Arrow Stage Lines.

GENERAL NOTARY-State of Nebraska
SUZANNE E. WIEHN
My Comm. Exp. June 10, 1998

Suzanne E. Wiehn
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS