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Lancaster County, NE Assessor/Register of Deeds cpoockg
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AGREEMENT

THIS AGREEMENT is made by and between Bruce A. Docter and Debra Jo Docter, husband and wife, herein "Dokter", and JM Barber Construction & Design, Inc., a Nebraska Corporation, herein "Barber".

WHEREAS, Dokter has contracted to sell unto Barber, the real estate described as follows:

A legal description of a portion of Lots Eleven (11) and Twelve (12), Block Thirty-three (33), Village of Firth, located in the Northwest Quarter (NW¼) of Section 35, Township 7 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more fully described as follows:

Referring to the Southwest corner of Lot 12, Block 33; Thence: North 89°30'52" East, (an assumed bearing), on the South line of said Lot 12, a distance of 64.00 feet to a found chiseled X in concrete; Thence: North 00°23'20" West a distance of 49.98 feet to a found capped rebar; Thence: North 89°33'14" East, on the North line of Lot 11, Block 33, a distance of 24.00 feet; Thence: South 00°23'20" East, a distance of 50.00 feet, to a point on the South line of Lot 12, Block 33; Thence: South 89°30'52" West, on said line, a distance of 24.00 feet to the point of beginning,

herein referred to as the "Barber Tract"; and

WHEREAS, Dokter will continue to own the real estate adjacent thereto, and legally described as follows:

A legal description of a portion of the West 64 feet of Lots Eleven (11) and Twelve (12), Block Thirty-Three (33), Village of Firth, located in the Northwest Quarter of Section 35, Township 7 North, Range 7 East of the Sixth Principal Meridian, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southwest Corner of Lot Twelve (12), Block Thirty-Three (33), Village of Firth, located in the Northwest Quarter of Section 35, Township 7 North, Range 7 East of the Sixth Principal Meridian, Lancaster County, Nebraska; Thence North 89 degrees 30 minutes 52 seconds East, (an assumed bearing), and on the South Line of Lot Twelve (12), Block Thirty-Three (33) of said Village of Firth or the North Right-of-Way Line of Third Street, a distance of 27.93 feet to a set capped 5/8" rebar, being the Point of Beginning; Thence North 00 degrees 15 minutes 45 seconds West, a distance of 50.03 feet to a set capped 5/8" rebar, being a point on the North Line of Lot Eleven (11), Block Thirty-Three (33) of said Village of Firth; Thence North 89 degrees 33 minutes 14 seconds East, and on the North Line of Lot Eleven (11), Block Thirty-Three (33) of said Village of Firth, a distance of 35.92 feet to a set capped 5/8" rebar, being the Northeast Corner of the West 64 feet of Lots Eleven (11) and Twelve (12), Block Thirty-Three (33), of said Village of Firth; Thence South 00 degrees 23 minutes 20 seconds East, and on the East Line of the West 64 feet of Lots Eleven (11) and Twelve (12), Block Thirty-Three (33), of said Village of Firth, a distance of 50.01 feet to a set capped 5/8" rebar, being the Southeast Corner of the West 64 feet of Lots Eleven (11) and Twelve (12), Block Thirty-Three (33), of said Village of Firth and also said point is on the North Right-of-Way Line of said Third Street; Thence South 89 degrees 30 minutes 52 seconds West, and on the South Line of Lot Twelve (12), Block Thirty-Three (33), of said Village of Firth or the North Right-of-Way Line of Third Street, a distance of 36.03 feet to the Point of Beginning,

herein referred to as the "Dokter Tract"; and

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WHEREAS, Barber intends to utilize the improvements upon the Barber Tract in the normal course of business, which will require public utilities; and

WHEREAS, public utilities are presently utilized to serve the both the Docter Tract and the Barber Tract, but after the sale of the Barber Tract to Barber, no public utilities would be available to Docter, unless the same are furnished by Barber.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND IN FURTHER CONSIDERATION OF THE MUTUAL BENEFITS DERIVED HERE FROM, DOCTER AND BARBER AGREE AS FOLLOWS:

1. Docter will sell unto Barber, the Barber Tract above described.
2. As part of the consideration, Barber agrees to furnish unto Docter, some utilities, that are presently being served to the Barber Tract, specifically water and sewer.

The parties agree, that at the end of every month, and prior to the 15th day of the month following the billing, that Barber will tender unto Docter, a statement for the utilities being consumed by Docter, which services now include both the Docter Tract and Barber Tract, and within ten (10) days of the receipt of the same, Docter will tender unto Barber, one-half of the total cost of the sewer and water utilities being billed.

3. Barber agrees, so long as payment is received from Docter, to continue to allow the utilities to be billed to Barber, and furnish the same unto the Docter Tract, and Docter agrees, in return therefore, to pay unto Barber, one-half of the utilities when billed by Barber as above set forth.

4. In the event Docter fails to make the payments, and the failure to make payments continues after being notified in writing, then thirty (30) days after said written notice, Barber will no longer be required to furnish utilities unto the Docter Tract, and may terminate the services that Barber is to provide as set forth in this Agreement.

5. Barber agrees, so long as the payments are current, and so long as the public utilities company so allow, to continue to furnish utilities to Docter, with Docter paying one-half of the total cost thereof. If the public utility company refused to allow both tracts to be served by one meter or outlet, then Barber shall cause to have separate utilities furnished to the Barber Tract and the Docter Tract and each will be responsible for one-half of the cost of separating the utilities. Thereafter each shall be responsible for the utilities being consumed on the Tract that each party owns.

THIS AGREEMENT may be filed of record, and be an obligation on behalf of Docter, his heirs successors and assigns, and the owners and successors in interest of the Docter Tract. This Agreement shall also be binding upon Barber and his corporation and its heirs, successors and assigns, and upon the owners of JM Barber & Construction, Inc., being Matt Barber and John Jennings, who personally reaffirm and guarantee the performance of JM Barber Construction & Design, Inc. in and to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Dated this 22nd day of July, 2010.

JM BARBER CONSTRUCTION & DESIGN, INC. GRANTOR

By Matt Barber
Matt Barber, President

Matt Barber
Matt Barber, Principal of GRANTOR

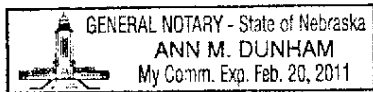
John Jennings
John Jennings, Principal of GRANTOR

Bruce A. Docter
Bruce A. Docter, GRANTEE

Debra Jo Docter
Debra Jo Docter, GRANTEE

STATE OF NEBRASKA, COUNTY OF Lancaster)ss:

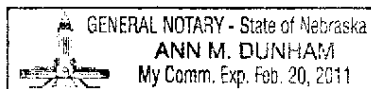
The foregoing Instrument was acknowledged before me this 22nd day of July, 2010, by JM Barber Construction & Design, Inc., a Nebraska Corporation, by and through its President, Matt Barber, Grantor herein, to be his voluntary act and deed, and the voluntary act and deed of said corporation.



Ann M. Dunham
Notary Public

STATE OF NEBRASKA, COUNTY OF Lancaster)ss:

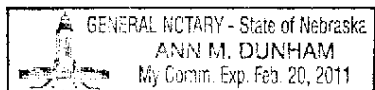
The foregoing Instrument was acknowledged before me this 22nd day of July, 2010, by Matt Barber, as Principal for JM Barber Construction & Design, Inc., a Nebraska Corporation, Grantor herein, to be his voluntary act and deed.



Ann M. Dunham
Notary Public

STATE OF NEBRASKA, COUNTY OF Lancaster)ss:

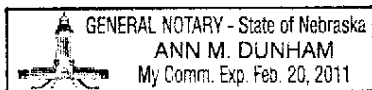
The foregoing Instrument was acknowledged before me this 22nd day of July, 2010, by John Jennings, as Principal for JM Barber Construction & Design, Inc., a Nebraska Corporation, Grantor herein, to be his voluntary act and deed.



Ann M. Dunham
Notary Public

STATE OF NEBRASKA, COUNTY OF Lancaster)ss:

The foregoing Instrument was acknowledged before me this 22nd day of July, 2010, by Bruce A. Docter and Debra Jo Docter, husband and wife, Grantee herein, to be their voluntary act and deed.



Ann M. Dunham
Notary Public