

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of January, 1995, by and between Arthur A. Durand and Phyllis A. Durand, husband and wife, hereinafter referred to as "Grantor", and Donald F. Nickels and Rhonda A. Nickels, husband and wife, hereinafter referred to as "Grantee".

The parties recite and declare as follows:

A. The Grantor is the owner of certain real estate described as Lot 3, Bestmann Addition to the City of Plattsmouth, Cass County, Nebraska, which is to be subdivided into Lot 3A and Lot 3B, Bestmann Addition to the City of Plattsmouth, Cass County, Nebraska, an Administrative Subdivision.

B. The Grantee is the owner of certain real estate described as the North 43.50' of the East 130.35' of Lot 4, Bestmann Addition to the City of Plattsmouth, Cass County, Nebraska, which is adjacent to and directly South of the real estate owned by the Grantor.

C. The Grantee desires to acquire certain rights for use of the property owned by the Grantor.

The parties agree as follows:

1. In consideration of the mutual benefits to be derived therefrom, the Grantor hereby grants to the Grantee an Easement for access to the garage, commonly known as the "Auto Body Shop" and to the building commonly known as "Blue Devil Detail".

FILED FOR RECORD 1-23-95 AT 9:06 A. M.
IN BOOK 46 OF EDW PAGE 116
REGISTER OF DEEDS, CASS CO., NE Patricia Masingo
Doc # 282 *1600

COMPARED

2. The access Easement over Lot 3, Bestmann Addition to the City of Plattsmouth (over and across Lot 3A and Lot 3B, Bestmann Addition to the City of Plattsmouth, a proposed Administrative Subdivision), is located as follows: Beginning at a point 37.50' North of the SE Corner of Lot 3, Bestmann Addition; thence Westerly, 130.13' to a point on the West line of said Lot 3; thence North, along the West line of said Lot 3, 20.00'; thence Easterly, 130.13' to a point on the East line of said Lot 3; thence South, 20.00' to the point of beginning.

3. The above-named Grantee shall use the rights granted by this instrument with due regard to the rights of others in their use of such Easement, and shall not use the area located between the Auto Body Shop and the Blue Devil Detail building in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

4. The Easement described in this instrument is to and shall run with the land, and shall be for the benefit and use of the owners of the adjacent real estate described above, their heirs and assigns, and to the benefit and use of the Grantee herein, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Plattsmouth, Nebraska, on the date indicated above.

Arthur A. Durand
Arthur A. Durand, Grantor

Donald F. Nickels
Donald F. Nickels, Grantee

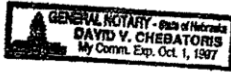
Phyllis A. Durand
Phyllis A. Durand, Grantor

Rhonda A. Nickels
Rhonda A. Nickels, Grantee

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STATE OF NEBRASKA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 6th day of January, 1995, by Arthur A. Durand and Phyllis A. Durand, husband wife as Grantor, who acknowledged the execution of the above and foregoing Agreement to be their voluntary act and deed.



[Handwritten Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 6th day of January, 1995, by Donald F. Nickels and Rhonda A. Nickels, husband wife as Grantee, who acknowledged the execution of the above and foregoing Agreement to be their voluntary act and deed.



[Handwritten Signature]

Notary Public