AGREEMENT

THIS AGREEMENT entered into this $\underline{\mathcal{G}_{CA}}$ day of May, 1983, between EMMA WIECK, an unremarried widow, FIRST PARTY, and owner of TRACT I. described below; and ROBERT A. GEIER and KATHERINE R. GEIER, SECOND PARTIES, and the owners of TRACT II. described below.

TRACT I. is described as follows:

The West Half (W) of the West Half (W) of Lots One (1) and Two (2), in Block Seven (7), in Hann's Third Addition to the City of Grand Island, Hall County, Nebraska.

TRACT II. is described as follows:

The East Half (E½) of the West Half (W½) of Lots One (1) and Two (2), in Block Seven (7), in Hann's Third Addition to the City of Grand Island, Hall County, Nebraska.

A joint garage and jointly-used driveway is on part of the East side of Tract I. and on part of the West side of Tract II. Attached hereto and incorporated by reference is a plot plan by Lyle W. Davis, dated April 16, 1983, which shows the location of such joint garage and jointly-used driveway.

The parties hereto are desirous of setting forth in writing their rights and obligations with respect to such joint garage and jointly-used driveway, and it is for that purpose agreed as follows:

- 1. First Party shall have the use of the Westerly side of such joint garage. Second Parties shall have the use of the Easterly side of said joint garage. Both First Party and Second Parties shall have the joint use of the common driveway.
- 2. Neither of the parties shall block the right of ingress and egress of the other party as to such garage and driveway.

The Parties will exert their best efforts to prevent the blocking of such driveway by their guests or business invitees.

3. If such joint garage is damaged or destroyed by windstorm, fire, or other casualty, the Parties agree to equally share the reasonable costs of repair or replacement. If only one parties portion of the garage is destroyed, that party will pay for the costs of repair.

THIS AGREEMENT is binding upon the parties hereto, their respective personal representatives, heirs at law, devisees, and assigns, and shall run with the title to the land.

Lawrence Wieck, Attorney-in-Fact for Emma Wieck

First Party

Robert A. Geier

Katherine R. Seier.

Second Parties

STATE OF NEBRASKA)
COUNTY OF HALL)

On the <u>Yell</u> day of May, 1983, before the undersigned, a Notary Public within and for said County, personally came Lawrence Wieck, Attorney-in-Fact for Emma Wieck, First Party, who is authorized in the premises, and he acknowledged his execution of the foregoing Agreement to be her and his voluntary act and deed as therein set forth.

WITNESS my hand and Notarial Seal the date last above written.

My Notarial Commission expires: 4-17-36

CHARLES E. DoLANS

Notary Public

STATE OF NEBRASKA)
COUNTY OF HALL)

On the _____ day of May, 1983, before the undersigned, a Notary Public within and for said County, personally came Robert A. Geier and Katherine R. Geier, Second Parties, and they acknowledged their execution of the foregoing Agreement to be their voluntary acts and deeds as therein set forth. WITNESS my hand and Notarial Seal the date last above written. My Notarial Commission expires:

JOHN R. HALL

My Comm. Exp. Oct. 30, 1986

Notary Public

83-002321

Gration (1) Gration (2) Remedia: 2

STATE OF NECRASKA) SS

*83 MAY 10 AM 8 52

REG. OF DEEDS