



04036178

2004 JUN -2 P 4: 11

LANCASTER COUNTY, NE

INST. NO 2004

036178

\$1000
NO
HOBUC3
[initials]
[initials]
[initials]
[initials]

COMMON SEWER SERVICE AGREEMENT

This Common Sewer Service Agreement ("Agreement") is made and entered into as of this 20th day of April, 2004, by JTS Enterprises, LLC, a Nebraska limited liability company ("JTS").

WHEREAS, JTS is the owner of Lot 2 and Lot 3, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, Lot 2 and Lot 3, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska are hereinafter referred to collectively as the "Lots" and individually as a "Lot"; and

WHEREAS, the record owner of a Lot shall hereinafter be referred to as a "Lot Owner" and the record owners of the Lots as "Lot Owners"; and

WHEREAS, JTS has constructed a sanitary sewer service line across Lot 1, Horizon Business Center 3rd Addition ("Lot 1"), in the location shown on Exhibit "A", which is attached hereto and incorporated herein by this reference ("Common Sewer Service"), which provides sanitary sewer service to both Lots; and

WHEREAS, the Lots have been granted an easement for the location of the Common Sewer Service pursuant to the Nonexclusive Utility Easement filed of record with the Lancaster County Register of Deeds as Instrument No. 2004-23167 ("Easement"); and

WHEREAS, JTS desires to set forth an agreement regarding the Lots' common use and maintenance of the Common Sewer Service.

NOW THEREFORE, in consideration of the above and the covenants and conditions contained herein, the parties agree as follows:

1. Common Use. The Common Sewer Service shall be utilized jointly by the Lots to provide sanitary sewer service to each Lot.

2. Repair and Maintenance. The Lot Owner of each Lot shall be responsible for and shall pay one-half (1/2) of all costs and expenses of maintaining, repairing, reconstructing and replacing any portion of the Common Sewer Service in a commercially reasonable manner. If a Lot Owner ("Notifying Lot Owner") determines, based upon a standard of commercial reasonableness, that all or a portion of the Common Sewer Service is in need of maintenance, repair, reconstruction or replacement the Notifying Lot Owner shall provide a written request to

Studio NES
105 N 8th St
Ste 100 (08)

the other Lot Owner. If, within thirty (30) days of receipt of notice, the other Lot Owner agrees in writing to have the work completed as requested, the Notifying Lot Owner shall diligently and with reasonable dispatch take all steps to contract for all work required to complete such work as agreed with the other Lot Owner paying its share of the total costs. If the other Lot Owner fails to respond within thirty (30) days of receiving the notice, the Notifying Lot Owner shall have the authority to complete the work requested at the Notifying Lot Owner's cost and expense subject to the provisions below.

Any Notifying Lot Owner who has performed maintenance, repair, reconstruction, or replacement on all or any portion of the Common Sewer Service in a commercially reasonable manner and in accordance with this provision may, within a reasonable time after the completion of such work, submit to the other Lot Owner a written invoice for such work with supporting documentation of such costs. The other Lot Owner shall pay its share of all reasonable costs, expenses and charges attributable to the Lot within thirty (30) days of receipt of the written invoice and supporting documentation. The amount of the written invoice, when filed with the Register of Deeds of Lancaster County, shall be a charge on the Lot and shall be a continuing lien on the Lot until paid. Any invoice not paid within thirty (30) days after receipt shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the maximum rate allowed by law, whichever is greater. The Notifying Lot Owner, who performed the work represented by the invoice, may bring an action at law against the other Lot Owner or foreclose the lien against the Lot subject thereto.

3. Binding. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be appurtenant to and run with Lots.

4. Modification. This Agreement shall not be released, terminated, revoked, amended or modified in any manner, without the express written consent of the Lot Owners.

5. Authority. The undersigned party hereby covenants that he has the power and authority to enter into this Agreement, and that all necessary corporate action has been taken to approve this Agreement.

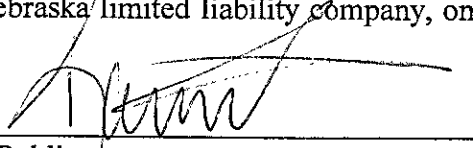
JTS Enterprises, LLC a Nebraska limited liability company

By: 
John F. Schleich, Member

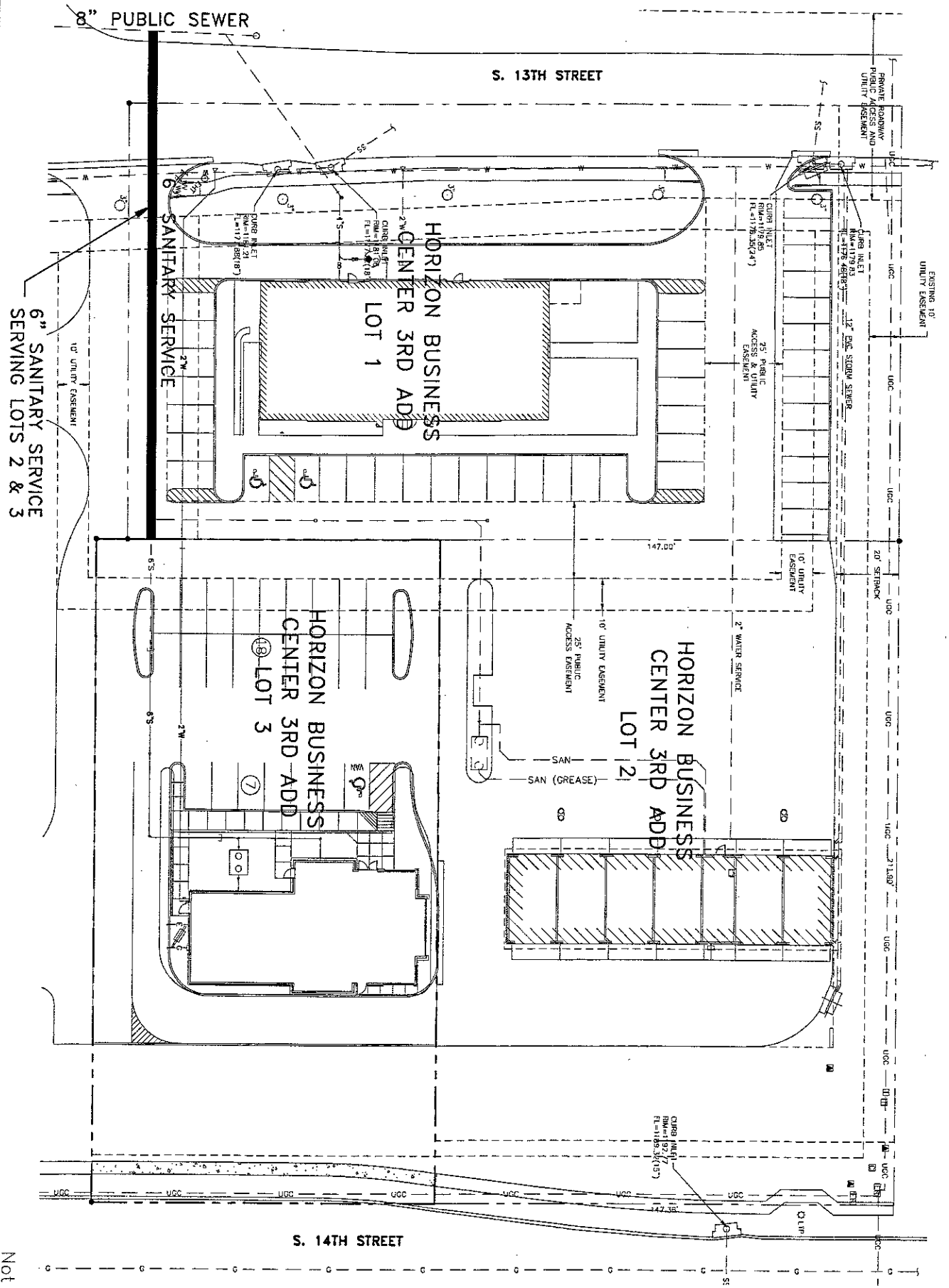
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of April, 2004, by John F. Schleich, Member of JTS Enterprises, LLC, a Nebraska limited liability company, on behalf of the limited liability company.





Notary Public



Not To Scale



COMMON MAINTENANCE

EXHIBIT

OLSSON ASSOCIATES

CONSULTING ENGINEERS
 1111 Lincoln Mall, P.O. Box 84608, Lincoln, NE 68501