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Carol Stevens
REGISTER OF DEEDS
DODGE COUNTY, NE

JOINT USE AND MAINTENANCE AGREEMENT

THIS JOINT USE AND MAINTENANCE AGREEMENT, made and executed as of the 12th day of June, 1998, by and between William R. Oliver and Lois J. Oliver, Husband and Wife ("Developers"), William R. Oliver and Lois J. Oliver, Husband and Wife, for themselves and on behalf of all future owners of Lots 1-115, inclusive, in Green Acres, a Subdivision of Dodge County, Nebraska ("Owners"), and Green Acres Homeowners Association (the "Association"),

WITNESSETH:

WHEREAS, Developers have, prior to the date of this Joint Use Agreement, caused water wells to be drilled on Lots 6, 7, and 80 in Green Acres, a Subdivision of Dodge County, Nebraska, and have installed casing and the necessary pumps and engines to deliver water from said wells, and

WHEREAS, Developers have also caused to be installed water distribution lines for the purpose of delivering water from said wells to the individual lots within Green Acres, and

WHEREAS, Developers have, as a part of the final plat of Green Acres, as surveyed and recorded, granted to the Association a perpetual easement for the purposes of repairing and maintaining the wells and water distribution lines referred to hereinabove, and

WHEREAS, the parties to this Joint Use Agreement wish to provide for the future use of the wells, equipment, and water lines for the benefit of Owners and to further provide for the repair and maintenance thereof and for the payment of the costs associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is agreed by and between the parties hereto as follows:

1. Developers agree that they will repair and maintain the wells, casings, pumps, engines, and associated equipment for delivery of water from the existing wells or any future wells to the Owners. Developers further agree that they will provide for and pay the costs of utility services to the wells to operate the pumping equipment.

2. The Association agrees that it will take charge of, repair, and maintain the water distribution lines from the wells to the individual lots within Green Acres and will assess the costs thereof to Owners as a part of the fees and assessments of the Association.

3. Owners agree that they shall, at their expense, construct service lines to their individual lots to be connected to the water distribution lines, and that Owners shall be responsible for the repair and maintenance of said service lines.

4. Owners agree that they will pay to Developers the sum of \$35.00 per month for each lot as reimbursement for the costs incurred by Developers for installation, repair, testing, maintenance, and utility costs for the wells. It is understood and agreed that the fees payable by Owners to Developers are for reimbursement purposes only and shall not constitute a fee for the use of water. Owners agree that the fee contained herein may increase or decrease depending on Developers' actual costs for installation, repair, testing, maintenance, and utility costs for the wells.

5. The parties hereto agree that nothing in this Joint Use Agreement shall be construed to constitute the formation of a private water company, and Developers shall not be considered as water operators, nor shall they be construed to be engaged in the business of providing water to Owners. Rather, the parties to this Agreement have agreed only to cooperate in providing for the use of existing wells or any future wells to provide water for the benefit of all parties hereto.

THIS JOINT USE AGREEMENT, dated as of the date and year first aforesaid, shall be binding upon the heirs, personal representatives, successors in interest and in title of the parties hereto, and all rights granted hereby shall run with the land.

William R. Oliver
William R. Oliver, Developer

Lois J. Oliver
Lois J. Oliver, Developer

William R. Oliver
William R. Oliver, Owner

Lois J. Oliver
Lois J. Oliver, Owner

GREEN ACRES HOMEOWNERS
ASSOCIATION,

By William R. Oliver
William R. Oliver