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Register of Deeds, Douglas County, NE
6/18/2007 13:44:53.79



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RETURN: John K. Green
444 Regency Pkwy DR Ste 100
Omaha NE 68114-3779

✓ 7038

(C)

WELL MAINTENANCE AND USE AGREEMENT

This Agreement is between Keith B. Edquist, the owner of the property legally described on Exhibit A and addressed as 11901 North 72nd Street, Omaha, Douglas County, Nebraska ("Grantor"), and Keith B. Edquist, as the owner of the property legally described as North Omaha Airport Acres Replat Lot 1 IRREG 2.629 Acres and addressed as 7155 Bennington Road, Omaha, Douglas County, Nebraska ("Grantee Edquist").

1. **PURPOSE.** This Agreement is for the maintenance of a well and the use of water from that well located on the property addressed as 11901 North 72nd Street as long as it shall exist and terminates upon the physical abandonment of said well or termination of this Agreement. In addition, this Agreement is for the maintenance of the water distribution system to the properties owned by the Grantee.

2. **WATER FROM WELL.** This Agreement reserves unto the Grantee, their successors, heirs and assigns, the non-exclusive right and use of the water from the well on the premises addressed as 11901 North 72nd Street. The granting of the use is for domestic purposes only and the liberty from time to time for workmen to enter upon the lands to repair, cleanse and maintain the well and the pipes leading there from to the Grantee's house.

3. **REPAIRS AND SHUT OFF.** It is further agreed that the owner of the property addressed as 11901 North 72nd Street may shut off the water for purposes of general or special repairs and at other times as urgent necessity may require. Twenty-four hour advanced written notice shall be given to Grantee 7155 Bennington Road, except in the case of an emergency.

4. **EASEMENT.** Grantor hereby grants an easement to the Grantee pursuant to the Water Line Easement, attached hereto and make a part hereof. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across, and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pump equipment, mains, electrical wiring and conduits consistent with the purpose of this Agreement.

5. **ASSIGNMENT.** No assignment of this agreement, water right, or use of water may be had upon any lands other than herein described shall be made or be valid unless the same be endorsed herein by writing and signed by all of the Parties.

6. **NO GUARANTY.** Grantor makes no representation as to the quality of the well nor guarantees capacity of the well, but does represent that the well was inspected and approved by the Douglas County Health Department and was examined and approved for sufficient capacity at this time. Grantor shall not be liable in any way for any shortage or deficiency of the supply of water or the quality of the water, except for Grantor's gross negligence or intentional acts.

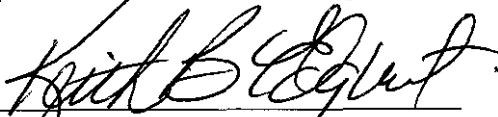
7. **MAINTENANCE.** The Grantor makes no agreement to maintain said well. The well may be maintained by the Grantee. This includes all pressurizing pumps, water delivery pipes, well pump and well pipe. If any costs are incurred by Grantor, Grantor shall have the right to assess Grantee for the expenses of said maintenance, repairs or operation of said well.

8. **EMERGENCY.** That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

9. **PERPETUAL AGREEMENT.** That the term of this Agreement shall be perpetual except as herein limited. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcel of land herein described and shall be binding upon the heirs, successors entitled and assigns of the parties hereto.

10. **TERMINATION.** That in the event the reference well shall become contaminated and/or shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of the relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations created by this Agreement shall cease and terminate. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

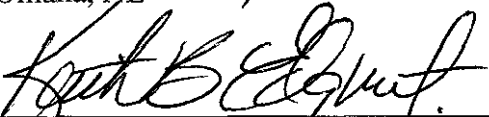
11. **AMENDMENT.** This Agreement can only be amended in writing by the parties or their heirs or assigns.



KEITH B. EDQUIST, Grantor
11901 North 72nd Street
Omaha, NE

6-12-07

Date



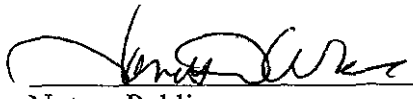
KEITH B. EDQUIST, Grantee
7155 Bennington Road
Omaha, NE

6-12-07

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me this 12th day of June, 2007, personally appeared Keith B. Edquist, Grantor and Grantee, known to me to be the same and identical person who signed the above and foregoing document and acknowledged the execution thereof to be his voluntary act and deed.



Notary Public

(Seal)



EXHIBIT A

**LANDS SEC-TWN-RGE 12-16-12 –EX IRREG E 15 W 48 N 269.95 S 302.95 FT FOR
RWY-W ½ SW ¼ SW ¼ (PARCEL CONTAINS LEASED LAND #3000 0001 27) SEC
12 16 12 IN DOUGLAS COUNTY, NEBRASKA**