

FRONTAGE ROAD AGREEMENT

THIS AGREEMENT is made, effective July 1, 2000, by and between STEHLIK FAMILY REAL ESTATE, L.L.C., hereinafter called "Stehlik", AVOCA COMPANY, a Nebraska corporation, hereinafter called "Avoca", and MARK TINCHER, hereinafter called "Tincher", is as follows:

WHEREAS, Stehlik is the owner of real estate described in Exhibit "A"; Avoca is, or will soon be, the owner of real estate described in Exhibit "B", and Tincher is, or will soon be, the owner of real estate described in Exhibit "C"; and

WHEREAS, properties described in Exhibits "A", "B" and "C" adjoin and are adjacent, on the west, to South 11th Street, Nebraska City, Nebraska; and

WHEREAS, the parties wish to cooperate with one another for the purpose of engineering, constructing and maintaining a frontage road along the Northeast corner of Exhibit "A" property and the East side of Exhibits "B" and "C" properties and exchange easements related thereto.

NOW, THEREFORE, in consideration of the foregoing and the considerations set forth below, the parties agree as follows:

1. Avoca will pay for the engineering and construction of the frontage road across Exhibit "B" property and across that portion of Exhibit "A" property necessary to connect with the existing pavement. Tincher will pay for the engineering and construction of the frontage road across the Exhibit "C" property. Following the construction, each of the owners of the property will maintain the frontage road located upon their respective property and keep it free of snow and other obstructions.

2. Each of the parties hereto does hereby grant an easement to the other parties and their respective employees, agencies, customers, and the public in general, to utilize the frontage roadway upon their respective properties and shall cooperate to promote the efficient flow of commerce and traffic across and along the frontage road to the commercial benefit of each of the parties. This mutual grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties to this agreement, their respective heirs, successors or assigns. The easement shall be perpetual and exist until terminated or modified by a majority of the owners of the underlying property. Any modification of this agreement or additional obligation assumed by any party in connection with this agreement shall be binding, only if evidenced in writing, signed by each party owning the property underlying the frontage road.

3. The parties must agree upon the final plans and specifications of the frontage road or this agreement may be voided.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date upon which their signatures have been notarized.

STEHLIK FAMILY REAL ESTATE, L.L.C.,

BY *Norman Stehlik*
Norman Stehlik

20 STATE OF NEBRASKA COUNTY OF OTTOE, File for
records in the REGISTER OF DEEDS March 2, 2001
at 11:45 A.M. recorded in Book # 79 of MISC
Page 412 Notarized Register of Deeds,
Fee: \$ 17.00 By: _____ Deputy
Entered Indexed Paged Compared

EXHIBIT "A"

Tract One (1) of the Emma Grundman Minor Subdivision, located in part of the Southeast $\frac{1}{4}$ of Section 17, Township 8 North, Range 14 East of the 6th P.M., Otoe County, Nebraska.

EXHIBIT "B"

Lots 2A and 2B of the Southern Oaks Minor Subdivision, a replat of part of Tract 2, Emma Grundman Minor Subdivision located in part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 8 North, Range 14 East of the 6th P.M., Otoe County, Nebraska.

EXHIBIT "C"

Tract Two (2) of the Emma Grundman Minor Subdivision, located in part of the Southeast $\frac{1}{4}$ of Section 17, Township 8 North, Range 14 East of the 6th P.M., Otoe County, Nebraska.