

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

96 AUG -5 AM 10:09
BOOK 30 PAGE 825
OF 625 INST# 56
Don Clark

RE: Lot S-1221 Lake Ski-Di, in Woodcliff, a subdivision as surveyed platted and recorded in Saunders County, Nebraska. This agreement is to assure a perpetual ingress and egress for the common grounds and includes shared maintenance responsibilities for the homeowners.

AGREEMENT

This agreement is made and entered into this 1st day of January, 1996, by and between Woodcliff Lakes Inc., (Hereinafter "Lakes") and Woodcliff II, Inc., (hereinafter "Woodcliff II") both Nebraska corporations.

WHEREAS, Lakes is the owner of roads, common areas and lakes located in the Woodcliff development as surveyed, platted and recorded in Saunders County, Nebraska, and desires to retain the services of Woodcliff II to maintain such premises; and

WHEREAS, Woodcliff II has experience, employees, equipment and knowledge with which to perform the maintenance of roads, common areas and lakes, and has in the past performed such maintenance and is willing to continue to do so in the future; and

WHEREAS, Lakes desires to promulgate and enforce rules and regulations for the use of its premises by owners or lessees of property in the Woodcliff subdivision or their guests or invitees; and

WHEREAS, Woodcliff II has knowledge and experience in the making and enforcing of such rules and has in the past made and enforced rules and regulations for the use of Woodcliff and Lakes property by owners or lessees of property in the Woodcliff subdivision on their guests or invitees.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the payment by Lakes of the sums specified Woodcliff II does hereby agree to perform the services and furnish the materials specified as follows:

I. OFFICE

Woodcliff II agrees to maintain an office with a secretary, telephone, management, postage and office supplies for the benefit of Lakes.

II. ROAD, LAKE AND COMMON GROUND MAINTENANCE

Woodcliff II agrees to perform all maintenance of the roads, lakes and common grounds at the Woodcliff subdivision for one year commencing the 1st day of January, 1996 and ending the 31st day of December, 1996.

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Maintenance shall include periodic mowing, trimming, grading, filling and landscaping the common areas; regulation of outflow gates for the lake and fish management; and all such services shall be performed in such manner as is reasonable and proper under the circumstances considering the weather and conditions. Lakes agrees to pay Woodcliff II according to the following schedule for such maintenance:

Dirt, sand and salt
 Spraying lake (\$60/gal. x 40 gal.)
 Cat work (\$65/hr. x 160 hrs.)
 Dump Truck (\$45/hr. x 95 hrs.)
 Road Grader (\$60/hr. x 832 hrs.)
 Mowing (\$35/hr. x 220 hrs.)
 Regular maintenance work throughout the year including
 clean-up, trimming trees, drainage areas, etc.
 (\$15/hr. x 300 hrs.)

The parties acknowledge that neither of them has control of acts of nature such as severe storms, heavy rains or snow, droughts, floods, or other natural phenomena and no special obligations are assumed with reference thereto, this contract being intended to provide only for routine maintenance.

III. CENTRAL WATER SYSTEM OPERATION

Woodcliff II agrees to provide a Nebraska certified central water system operator to maintain the systems water supply. Duties will include:

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1. Location of curb boxes for residents;
 2. Supplying permit applications and cooperating with Saunders County in the proper installations of water services to new residents;
 3. Collecting water samples and sending them into the Nebraska Department of Health. (Includes testing for coliform, lead and copper, chlorination and SOCs.);
 4. Fill out the monthly reports sent out by the NDOH field representative (Roger Rylander); and
 5. Send out billings for water cost to residents.

This agreement shall not include the cost of any new installation devices placed on the water system or the cost of testing the samples from the NDOH or Woodcliff Lakes Association.

IV. MISCELLANEOUS

A. Renewal: This agreement will be automatically renewed for one year periods unless notice of intent to terminate is given by either party on or before September 1st of the contract year.

B. Adjustment: In the event of automatic renewal the consideration shall be adjusted according to the consumer price index contained in the standard Woodcliff lease.

C. Liability: Neither party to this agreement assumes any liability to the other except as specifically provided herein. Neither party is the agent of the other nor entitled to bind the other in any manner. Each party

agrees to purchase and maintain insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence against liability for bodily injury or property damage, and to name the other as an additional insured under such policy.

D. Assignment and Severability: This agreement shall be binding upon and inure to the benefit of all successors and assigns of either party and in the event of assignment of any part hereof all other parts shall remain in full force and effect and shall fully bind the parties to the remaining obligations as if no assignment had occurred.

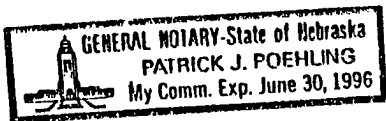
IN WITNESS WHEREOF the parties have executed this instrument this 1st day of January, 1996.

WOODCLIFF II, INC.,

By: J. Scott Poehling
J. Scott Poehling

STATE OF NEBRASKA)
) ss.
County of Saunders)

Sworn to before me on this 1st day of January, 1996, by J. Scott Poehling of Woodcliff II, Inc.



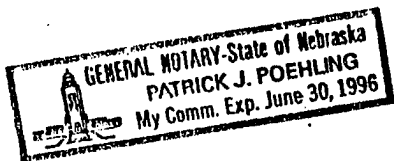
[Signature]
Notary Public

WOODCLIFF LAKES INC.,

By: [Signature]

STATE OF NEBRASKA)
) ss.
County of Saunders)

Sworn to before me on this 1st day of January, 1996, by John G. Poehling.



[Signature]
Notary Public

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