

60-226

ROAD AND SANITARY SEWER MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of January, 1987, by and between Willard I. Friedman (hereinafter referred to as "Developer"), and Commercial Federal Savings and Loan Association (hereinafter referred to as "Commercial");

WITNESSTH:

WHEREAS, Developer is an owner and is the developer of the real property described as follows:

Lots Two (2), and Three (3), Wiltham Place, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded;

WHEREAS, Commercial is the owner of the following described property:

Lot One (1), Wiltham Place, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded;

WHEREAS, Developer and Commercial have entered into separate agreements for the construction of the road upon the easement for ingress and egress as shown on the recorded plat and the construction of the sanitary sewer as shown on the recorded plat.

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

1. The costs of maintaining, repairing and keeping the road free from snow, ice, and debris shall be prorated between the parties in accordance with their respective frontage along said road. However, if Lot 3, Wiltham Place, is developed so that the road will be used for ingress and egress to Lot 3, Wiltham Place, the parties will renegotiate this agreement so that the owners of Lot 3 will pay a proportionate share of the cost of maintaining and repairing the road.

2. Each user of the sanitary sewer will be responsible for an equal share of the cost of repairing and maintaining the sewer, except that Developer will be responsible for any repairs which are necessary due to defects in the construction of the sewer; and except, if any repairs are found to be necessary because of a user's negligent or intentional acts, the cost of those repairs will be the responsibility of the user whose acts caused the damage.

FILED FOR RECORD

1-26-87 AT 3:00 P.M. IN BOOK 60 OF Misc

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Shirley Dowling

REGISTER OF DEEDS, SARPY COUNTY, NE

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3. This agreement shall run with the land and shall be binding upon the parties, their successors in interest, and assigns.

Willard I. Friedman
Willard I. Friedman

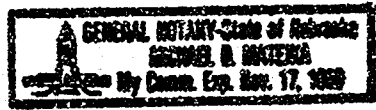
COMMERCIAL FEDERAL SAVINGS AND
LOAN ASSOCIATION,

By Thomas Webster
Thomas Webster, Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 19 day of January, 1987, before me, a Notary Public in and for said county, personally came WILLARD I. FRIEDMAN, known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

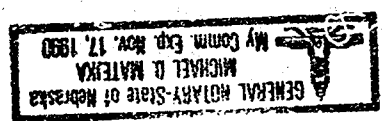


Michael D. Matijka
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 21 day of January, 1987, before me, the undersigned, a Notary Public in and for said county, personally came Thomas Webster, Vice President of Commercial Federal Savings and Loan Association, a Nebraska corporation, to me personally known to be such officer and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.



Michael D. Matijka
Notary Public