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## DRAINAGE AND MAINTENANCE AGREEMENT

This Agreement is made this 16<sup>th</sup> day of July, 2001, by and between West Maple Square, L.L.C., a Nebraska limited liability company ("West Maple Square"), Bank of Bennington, a Nebraska corporation ("Bank of Bennington") and MPP Limited Liability Company, a Nebraska limited liability company ("MPP").

### WITNESSETH:

WHEREAS, West Maple Square is the owner of Lots 1 (Lot 1, Replat 16) and 2, Walnut Ridge Hilltop Replat 16, a subdivision in Douglas County, Nebraska containing the square footage as set forth in Exhibit "A" attached hereto, and

WHEREAS, the Bank of Bennington has entered into a purchase agreement to purchase Lot 2, Walnut Ridge Hilltop Replat 16, a subdivision in Douglas County, Nebraska, and

WHEREAS, MPP is the owner of Lot 2, Walnut Ridge Hilltop Replat 10, a subdivision in Douglas County, Nebraska (Lot 2, Replat 10), and

WHEREAS, there exists a Storm Sewer within Lot 2, Walnut Ridge Hilltop Replat 16 (Lot 2, Replat 16), which provides drainage for storm and surface run off waters from Lot 1, Replat 16 and Lot 2, Replat 10, all of which is shown in Exhibit "A" attached hereto, and

WHEREAS, the parties desire to enter into this Agreement to establish that Lot 1, Replat 16 and Lot 2, Replat 10 have the right to convey their storm and surface water through the storm sewer on Lot 2 Replat 16, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That West Maple Square, as the owner of Lot 2, Replat 16, hereby agrees that the owners of Lot 1, Replat 16 and Lot 2, Replat 10, and the respective successors, grantees and assigns, shall have the right to discharge and drain surface and storm sewer water from their area into and through the existing storm sewer which now exists on Lot 2, Replat 16, as shown on Exhibit "A" attached hereto. West Maple Square, as the owners of Lots 1 and 2, Replat 16, for itself and its successors, grantees and assigns, and MPP as the owner of Lot 2, Replat 10, on behalf of itself and its successors, grantees and assigns, hereby agree to jointly maintain and repair the Storm Sewer located on Lot 2, Replat 16, with the cost of such repairs and maintenance to be allocated among them based upon their respective pro rata share of the property they and their grantees own in relation to the total square footage contained in Lots 1 and 2, Replat 16, and Lot 2, Replat 10.

2. West Maple Square, and its successors and assigns, shall be the contract administrator in charge of bidding out and obtaining bids for the maintenance, repair and reconstruction of the Storm

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Sewer. Before any bids are accepted and contracts executed, West Maple Square will first submit such bids and contracts to the other property owners and the other property owners shall then have 10 days in which to voice their objections to such bids and/or contracts. Upon the expiration of such 10 day period, if no objections have been received by West Maple Square, West Maple Square shall be entitled to enter into such contract for the maintenance, repair and/or reconstruction of such Storm Sewer. The parties shall pay their respective share by making payment to the contract administrator within 30 days of the date of receiving the statement for their share of the costs.

3. The parties shall maintain the Storm Sewer in a good condition similar to the condition that now exists.

4. Owner of Lot 2, Replat 16 reserves the right to relocate the Storm Sewer and/or any of its associated inlets or structures at its expense in order to better accommodate its buildings and related structures thereon, provided this does not have a material adverse effect on storm water drainage from Lots 1 and 2, R 16 and Lot 2, R 10.

5. This Agreement constitutes the complete agreement among the parties as to the matters set forth herein. This Agreement inures to the benefit of and is binding upon the parties hereto and to their respective successors, representatives and assigns. This Agreement is to be construed pursuant to the laws of the State of Nebraska. This Agreement can only be amended in writing and signed by all parties hereto or their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the 16<sup>th</sup> day of July, 2001 or the day and year first above written.

West Maple Square, L.L.C., a Nebraska  
limited liability company

By: 

Bank of Bennington, a Nebraska corporation

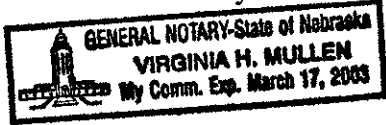
By: 

MPP Limited Liability Company, a Nebraska  
limited liability company

By: 

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

On this 16<sup>th</sup> day of July, 2001, before me, a Notary Public, appeared Michael P. May, the owner of West Maple Square, L.L.C., a Nebraska limited liability company, and acknowledged his signature on the above and foregoing instrument to be his voluntary act and deed and the voluntary act and deed of the company.



Virginia H. Mullen  
Notary Public

STATE OF NEBRASKA )  
 )Ss.  
COUNTY OF DOUGLAS )

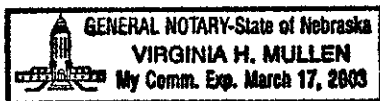
On this 16th day of July, 2001, before me, a Notary Public, appeared Leslie R. Anderson, the President of Bank of Bennington, a Nebraska corporation, and acknowledged his signature on the above and foregoing instrument to be his voluntary act and deed and the voluntary act and deed of the corporation.



Roger K. Davis  
Notary Public

STATE OF NEBRASKA )  
 )Ss.  
COUNTY OF DOUGLAS )

On this 16<sup>th</sup> day of July, 2001, before me, a Notary Public, appeared Sean T. Mullen, the owner of MPP Limited Liability Company, a Nebraska limited liability company, and acknowledged his signature on the above and foregoing instrument to be his voluntary act and deed and the voluntary act and deed of the company.



Virginia H. Mullen  
Notary Public