

JOINT USE AGREEMENTS AND EASEMENTS

RE: LOTS 1, 2, 3, 4 AND 5 IN COUNTRY AIR ESTATES, A
SUBDIVISION IN WASHINGTON COUNTY, NEBRASKA

THIS INSTRUMENT dated this 10th day of January, 1995,
by and between Russell W. Larsen and Elaine K. Larsen,
Husband and Wife, as Grantors, and Russell W. Larsen and
Elaine K. Larsen, Husband and Wife, as Grantees, Grantors
and Grantees being one and the same persons but appearing as
Grantees for themselves and as representatives of all future
owners of the real estate described hereinabove,

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of Lots
1, 2, 3, 4 and 5 in Country Air Estates, a Subdivision in
Washington County, Nebraska, and

WHEREAS, Improvements have been constructed on Lots 1,
2, 3, 4 and 5 in Country Air Estates, a Subdivision in
Washington County, Nebraska prior to the approval of the
Plat of Country Air Estates, and

WHEREAS, the occupants of certain of the improvements
on the real estate described hereinabove utilize shared
wells and/or septic systems and/or driveways, all as more
particularly described hereinbelow, and

WHEREAS, Grantors wish to make provisions for the
continued utilization of said shared wells, septic systems
and driveways for the benefit of the current and all future
owners of the real estate.

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STATE OF NEBRASKA COUNTY OF WASHINGTON 153
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF JANUARY 19 95
AT 3:29 O'CLOCK P. M. AND RECORDED IN BOOK
137 AT PAGE 160-306
COUNTY CLERK Christina B. Peterson
DEPUTY Christina B. Peterson

NOW, THEREFORE, in consideration of the premises, Grantors, for themselves and as Grantees, do herewith impose, create, convey and place upon the real estate the joint use agreements and easements contained hereinbelow. The provisions of this Instrument are intended to create mutual, equitable servitudes, reciprocal rights between the respective owners and to create a privity of contract and estate between the Grantees thereof, their heirs and assigns, and shall run with the land and be binding upon all future owners thereof, even if reference to this Instrument and the joint use agreements and easements created hereby are omitted from any deed or instrument of conveyance of said real estate, or any part thereof. The joint use agreements and easements created by this Instrument shall be as follows:

1. As to Lots 1 and 2 in Country Air Estates, a Subdivision in Washington County, Nebraska:

A. The present and future owners of Lots 1 and 2 in Country Air Estates, a Subdivision in Washington County, Nebraska shall each be considered to own one-half (1/2) of the well located on Lot 2, together with the casing, pump, engine, water lines and other equipment utilized in connection therewith, and shall have the right to take up to one-half (1/2) of the water in said well. The owners of said Lots 1 and 2 shall share equally in all future costs of maintenance and repairs to the well and associated equipment and lines; provided, however, that any water line which

exclusively serves a single dwelling shall be maintained at the expense of the owner served by such line. The owners of said Lot 2 shall pay the electric bill for operating the pump at said well, but the owners of said Lot 1 shall reimburse the owners of said Lot 2 for their share of said electric bill at the rate of \$15.00 per month, payable on the 1st day of each month commencing on February 1, 1998.

B. The owners of Lots 1 and 2 in Country Air Estates, a Subdivision in Washington County, Nebraska shall be considered to own one-half (1/2) of the septic system and associated drain field partly located on both of said lots. The owners of said Lots 1 and 2 shall share equally in all future costs of maintenance and repairs to said septic system and drain field, including pumping costs; provided, however, that repairs to service lines to individual dwellings shall be paid by the owner served by such line.

C. The parties herewith grant and convey to each other, their successors and assigns, a perpetual easement over and across Lot 1 and 2 in Country Air Estates, a Subdivision in Washington County, Nebraska for the purposes of maintenance and use of the well, water lines, septic system, drain field and service lines.

D. The owners of said Lot 2 shall be bound by the covenant that they will make available to the owners of said Lot 1, in the event of an emergency, access to the pressure tank located in the dwelling on said Lot 2 for purposes of repair thereto. In addition, the owners of said Lot 2 shall

be bound by the covenant that they will take no actions which shall result in the interruption or termination of electrical services to the pumping equipment associated with the well.

E. Grantors, as the owners of said Lot 2, do herewith grant and convey to Grantees, as the owners of said Lot 1, a perpetual easement, 20 feet in width, the center line of which is the existing gravel road across said Lot 2, for the purposes of establishing, maintaining and using a roadway for ingress and egress to and from said Lot 1. By virtue of the granting of this Easement, the owners of Lot 2 shall be prohibited from constructing any structure within the boundaries of the easement or from taking any action which will interfere with the right of the owners of Lot 1 to utilize said easement for purposes of ingress and egress.

2. As to Lots 4 and 5 in Country Air Estates, a Subdivision in Washington County, Nebraska:

A. The owners of Lots 4 and 5 in Country Air Estates, a Subdivision in Washington County, Nebraska shall each be considered to own one-half (1/2) of the septic system and associated drain field located on Lot 4. The owners of said Lots 4 and 5 shall share equally in all future costs of maintenance and repairs to said septic system and drain field, including pumping costs; provided, however, that repairs to service lines to individual dwellings shall be paid by the owner served by such line.

B. The parties herewith grant and convey to each other, their successors and assigns, a perpetual easement over and across Lots 4 and 5 in Country Air Estates, a Subdivision in Washington County, Nebraska for the purposes of maintenance and use of the septic system, drain field and service lines.

3. As to Lots 3, 4 and 5 in Country Air Estates, a Subdivision in Washington County, Nebraska:

A. The present and future owners of Lots 3, 4 and 5 in Country Air Estates, a Subdivision in Washington County, Nebraska shall each be considered to own one-third (1/3) of the well located on Lot 4, together with the casing, pump, engine, water lines and other equipment utilized in connection therewith, and shall have the right to take up to one-third (1/3) of the water in said well. The owners of said Lots 3, 4 and 5 shall share equally in all future costs of maintenance and repairs to the well and associated equipment and lines; provided, however, that any water line which exclusively serves a single dwelling shall be maintained at the expense of the owner served by such line. The owners of said Lot 4 shall pay the electric bill for operating the pump at said well, but the owners of said Lots 3 and 5 shall each reimburse the owners of said Lot 4 for their share of said electric bill at the rate of \$15.00 per month, payable on the 1st day of each month commencing on February 1, 1995.

B. The parties herewith grant and convey to each other, their successors and assigns, a perpetual easement over and across Lots 3, 4 and 5 in Country Air Estates, a subdivision in Washington County, Nebraska for the purposes of maintenance and use of the well, water lines and service lines.

C. The owners of said Lot 4 shall be bound by the covenant that they will make available to the owners of said lots 3 and 5, in the event of an emergency, access to the pressure tank located on said Lot 4 for purposes of repair thereto. In addition, the owners of said Lot 4 shall be bound by the covenant that they will take no actions which shall result in the interruption or termination of electrical services to the pumping equipment associated with the well.

THIS INSTRUMENT executed the date first aforesaid shall be binding upon the heirs, personal representatives, assigns and successors in title of the undersigned.

Russell W. Larsen
Russell W. Larsen, as Grantor

Elaine K. Larsen
Elaine K. Larsen, as Grantor

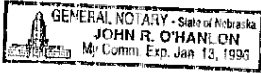
Russell W. Larsen
Russell W. Larsen, as Grantee

Elaine K. Larsen
Elaine K. Larsen, as Grantee

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

NOW on this 10th day of January, 1995, before me the undersigned, a Notary Public in and for said County, personally appeared Russell W. Larsen and Elaine K. Larsen, Husband and Wife, and executed the foregoing instrument as Grantors and Grantees and acknowledged the execution thereof to be their voluntary act and deed.

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



[Handwritten Signature]

Notary Public

95 JAN 18 PM 3: 29
CHARLOTTE L. FETERSEN
WASHINGTON COUNTY, NEBRASKA
PLANNERS

FILED