

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT made and executed as of the 10th day of January, 1995 by and between Russell W. Larsen and Elaine K. Larsen, Husband and Wife, ("Larsens"), for themselves and as representatives of all future owners of the real estate described hereinabove,

WITNESSETH:

WHEREAS, Larsens are the owners, as joint tenants, of Lots 1, 2 and 3 in Country Air Estates, a Subdivision of Washington County Nebraska, and

WHEREAS, access to Lots 1, 2 and 3 of Country Air Estates, a Subdivision of Washington County, Nebraska is provided by Larsen Circle, which is a dedicated public road in Washington County, Nebraska, and

WHEREAS, although Larsen Circle is a dedicated public road, Washington County, Nebraska will not maintain it, and

WHEREAS, the parties hereto wish to make provision for the future maintenance and repair of Larsen Circle.

NOW, THEREFORE, in consideration of the covenants and agreements between the parties and the mutual benefits to be derived therefrom, it is agreed by and between the parties hereto as follows:

1. The owners of Lots 1, 2 and 3 in Country Air Estates, a Subdivision of Washington County, Nebraska, respectively, will share equally in the future maintenance and care of Larsen Circle with the cost thereof to be assessed one-third to each of said Lots, and said costs to

include surface upkeep to consist of rock, gravel, grading, weed control, snow removal and maintenance of drainage ditches, as needed.

2. Notwithstanding the provisions of Paragraph 2., hereinabove, if the owners of any of the three lots, their invitees or guests, shall cause damage to Larsen Circle which necessitates expenditures for the repair thereof, the owners responsible for said damages shall also be solely responsible for said repair.

3. Any additional repairs or maintenance to Larsen Circle, but not included in the maintenance and repairs specified above, shall not be undertaken under this Agreement except with the prior express and written consent of the owners of Lots 1, 2 and 3 of Country Air Estates, a Subdivision of Washington County, Nebraska, respectively, and an assumption by each of the parties, thereto, in writing, of their proportionate share of financial liability for the cost of such additional maintenance or repairs.

4. In the event that any action is filed in relation to this Agreement, including actions to recover proportionate shares of maintenance expense, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be called on to pay, a reasonable sum for the fees of the attorney for the successful party.

5. It is expressly understood that this Road Maintenance Agreement shall be perpetual and that the

obligations created hereby shall run with the land and shall be binding upon the heirs, assigns, and successors of the undersigned and upon all future owners and successors in title to Lots 1, 2 and 3 in Country Air Estates, a Subdivision of Washington County, Nebraska.

*Russell W. Larsen*  
Russell W. Larsen

*Elaine K. Larsen*  
Elaine K. Larsen

STATE OF NEBRASKA )  
COUNTY OF WASHINGTON ) :ss:

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

WITNESS my hand and notarial seal the date last above written.



*John R. O'Hanlon*  
Notary Public

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 154  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 10th DAY OF January 19 95  
AT 2:00 O'CLOCK P M AND RECORDED IN BOOK  
211 AT PAGE 369-369  
COUNTY CLERK *Christina K. O'Connell*  
DEPUTY *Wanda Jean*

FILED  
65 JAN 18 PM 3:29  
CHRISTINE L. PETERSON  
WASHINGTON COUNTY CLERK  
SILVER SPRING