

88-05523 4600
FILED IN INSTRUMENT BOOKS
88-05523
1988 MAR -5 PM 2:51

ROAD MAINTENANCE AGREEMENT

WHEREAS, GRETNA STATE BANK is the owner of the following described property, to-wit:

East Half of Northeast Quarter (E½NE¼) of Section Thirty-four (34), Township Fourteen (14) North, Range Ten (10), and West Half of Northwest Quarter (W½NW¼) of Section Thirty-five (35), Township Fourteen (14) North, Range Ten (10), Sarpy County, Nebraska, except those parcels described in Exhibits "A", "B" and "C", attached hereto.

and,

WHEREAS, WILLIAM L. DUDLEY and LINDA M. DUDLEY are the owners of the following described property, to-wit:

(See Exhibit "A" attached hereto)

known as "Dudley Property", and

WHEREAS, KEVIN P. HALEY and CARLANNE L. HALEY are the owners of the following described property, to-wit:

(See Exhibit "B" attached hereto)

known as "Haley Property", and

WHEREAS, JAMES P. SCHRAM and LINDA L. SCHRAM, are the owners of the following described property, to-wit:

(See Exhibit "C" attached hereto)

known as "Parcel A" , and

WHEREAS, there exists a roadway easement legally described as, to-wit:

(See Exhibit "D" attached hereto)

and

WHEREAS, the easement exists for the benefit of all parties hereto for ingress and egress to their respective parcels, and the

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easement will no doubt exist for future buyers of the property owned by GRETNA STATE BANK, and such future owners of any of the property described herein shall be permitted to become parties to this Agreement

NOW, THEREFORE, the Undersigned agree that this easement shall run with their land and future owners, and their assigns shall benefit therefrom and that provision should be made for maintenance of the road by the parties hereto with the following provisions:

1) All parties hereto and their future assigns agree that the cost of maintenance shall be shared on a proportionate basis according to the number of acres owned by each Owner bears to the total acres owned by all owners.

2) That the parties hereto agree to cooperate with one another in the maintenance and care of the roadway so that it inures to the benefit of all parties and the undersigned agree not to cause damage to the road in their respective use.

The easement thus created shall be for the joint use of the parties hereto and for their heirs, successors and assigns, for ingress and egress. Neither party hereto their heirs, successors, or assigns, shall so use or leave any vehicle, or anything else on said driveway so as to prevent the free and uninterrupted use of said driveway by the other party for the purpose for which this easement was created.

Each of the parties hereto, their heirs, successors, or assigns, shall bear their proportionate share of the cost of main-

13-25523

taining said driveway in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary. Notwithstanding the above provisions, either party causing damage to said driveway through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

The parties in interest to this Agreement shall elect a manager to serve and be in charge of the Roadway Easement. Such manager shall be designated by a majority of the owners benefiting from this Easement for ingress and egress.

Either of the parties hereto, their heirs, successors, or assigns, shall have the right to do such work on said driveway and make such repairs thereon as are reasonably necessary to maintain said driveway in a reasonably good condition, and upon the completion of such repairs, the parties making such repairs shall be entitled to recover from the other parties their portion of their cost thereof.

This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, so long as either of said above described lots is used for private residence purposes and provided, however, that this easement may be released at any time by appropriate agreement for that purpose entered into between the owners of said lots, duly executed and acknowledged and filed for record in the office of the Register of Deeds of Deeds of Sarpy County, Nebraska.

IN WITNESS WHEREOF, the parties herein have set their hands
this 9th day of MARCH, 1988.

GRETNA STATE BANK

By E. Harry Grebe
President

William L. Dudley
William L. Dudley

Linda M. Dudley
Linda M. Dudley

Kevin P. Haley
Kevin P. Haley

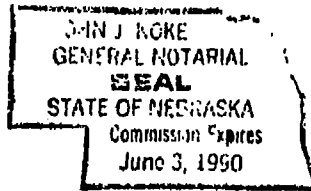
Carlanne L. Haley
Carlanne L. Haley

James P. Schram
James P. Schram

Linda L. Schram
Linda L. Schram

STATE OF NEBRASKA)
(ss.
County of Sarpy)

On this 9th day of MARCH, 1988, before the undersigned, a Notary Public, duly commissioned and qualified for said County, personally appeared E. Harry Grebe, President of the GRETNA STATE BANK, to me known to be the identical person who subscribed his name to the above and foregoing Road Maintenance Agreement and acknowledged the execution thereof to be his voluntary act and deed as such officer.

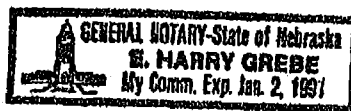


John J. Koke
Notary Public

88-055230

STATE OF NEBRASKA)
(ss
County of Sarpy)

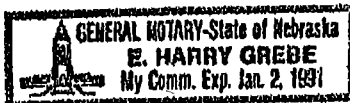
On this 4th day of MARCH, 1988, before the undersigned, a Notary Public, duly commissioned and qualified for said County, personally appeared WILLIAM L. DUDLEY and LINDA M. DUDLEY, Husband and Wife, to me known to be the identical persons who subscribed their names to the above and foregoing Road Maintenance Agreement and acknowledged the execution thereof to be their voluntary act and deed.



E. Harry Grebe
Notary Public

STATE OF NEBRASKA)
(ss
County of Sarpy)

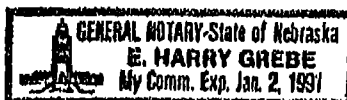
On this 8th day of MARCH, 1988, before the undersigned, a Notary Public, duly commissioned and qualified for said County, personally appeared KEVIN P. HALEY and CARLANNE L. HALEY, Husband and Wife, to me known to be the identical persons who subscribed their names to the above and foregoing Road Maintenance Agreement, and acknowledged the execution thereof to be their voluntary act and deed.



E. Harry Grebe
Notary Public

STATE OF NEBRASKA)
(ss.
County of Sarpy)

On this 27th day of APRIL, 1988, before the undersigned, a Notary Public, duly commissioned and qualified for said County, personally appeared JAMES P. SCHRAM and LINDA L. SCHRAM, Husband and Wife, to me known to be the identical persons who subscribed their names to the above and foregoing Road Maintenance Agreement and acknowledged the execution thereof to be their voluntary act and deed.



E. Harry Grebe
Notary Public

WILLIAM L. & LINDA M. DUDLEY
LEGAL DESCRIPTION

DUDLEY PROPERTY

DECEMBER 23, 1987
PROJECT NO. 2992AC

A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST (AKA NORTHWEST CORNER OF SECTION 35) THENCE NORTH 89° 23'43" EAST ALONG THE NORTH LINE OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST A DISTANCE OF 1327.21 FEET; THENCE SOUTH 00°08'52" EAST A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING THENCE SOUTH 68°40'23" WEST A DISTANCE OF 1835.95 FEET; THENCE SOUTH 89°56'53" WEST A DISTANCE OF 717.78 FEET TO THE CENTERLINE OF AN INGRESS AND EGRESS EASEMENT; THENCE NORTH 01°35'49" EAST ALONG SAID CENTERLINE A DISTANCE OF 50.82 FEET; THENCE SOUTH 89°56'53" WEST A DISTANCE OF 217.27 FEET; THENCE SOUTH 00°19'00" WEST A DISTANCE OF 530.36 FEET; THENCE NORTH 89°56'53" EAST THENCE NORTH 00°38'52" WEST A DISTANCE OF 1146.53 FEET TO POINT OF BEGINNING.

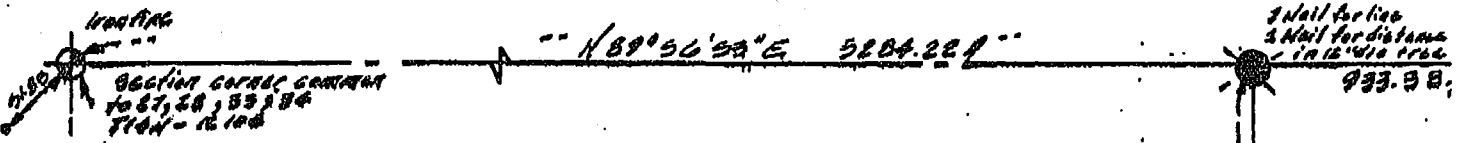
CONTAINING: 42.5 ACRES, MORE OR LESS.

EXHIBIT "A"

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED REGISTERED LAND SURVEYOR HAVE SURVEYED THE LOT OR TRACT OF LAND HEREINAFTER SET FORTH AND HAVE PLACED PERMANENT MARKERS AT EACH CORNER AS REQUIRED BY SECTIONS 81-8108 TO 81-8127 OF THE STATUTES OF NEBRASKA.

38-05572F

LEGAL DESCRIPTION OF LOT OR TRACT OF LAND:



KEVIN P. & CARLANNE L. HALEY
LEGAL DESCRIPTION

HALEY PROPERTY
 DECEMBER 23, 1987
 PROJECT NO. 2992AC

A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST; THENCE NORTH $89^{\circ}23'43''$ EAST ALONG THE NORTH LINE OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST A DISTANCE OF 1327.21 FEET; THENCE SOUTH $00^{\circ}08'52''$ EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH $68^{\circ}40'23''$ WEST A DISTANCE OF 1835.95 FEET; THENCE SOUTH $89^{\circ}56'53''$ WEST A DISTANCE OF 717.78 FEET TO THE CENTERLINE OF AN INGRESS AND EGRESS EASEMENT; THENCE NORTH $01^{\circ}35'49''$ EAST ALONG SAID CENTERLINE A DISTANCE OF 50.02 FEET; THENCE NORTH $89^{\circ}56'53''$ EAST A DISTANCE OF 716.11 FEET; THENCE NORTH $00^{\circ}19'00''$ WEST A DISTANCE OF 933.38 FEET TO THE NORTH LINE OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST; THENCE NORTH $89^{\circ}56'53''$ EAST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 387.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26.6 ACRES, MORE OR LESS.

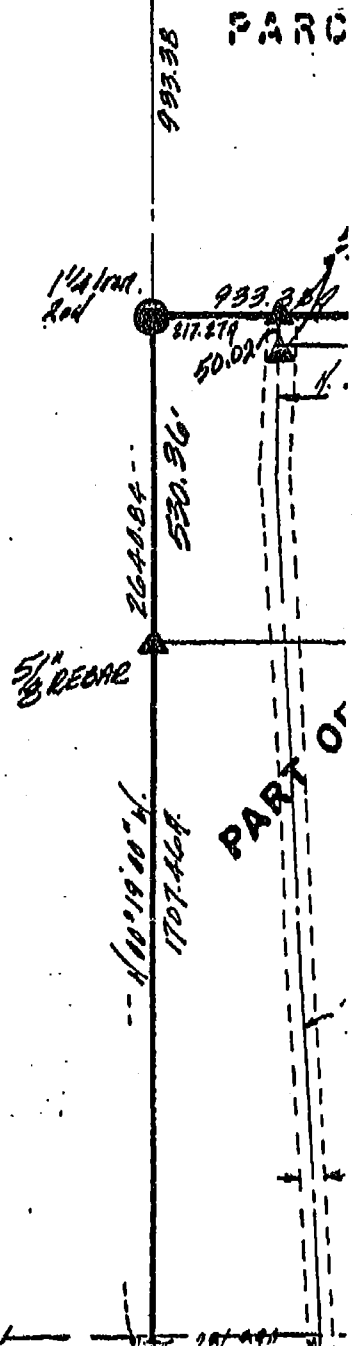


EXHIBIT "B"

TOKALING
 35.72
 1987-12-23

206-1264 C
88-055236
JAMES P. & LINDA L. SCHEAM
LEGAL DESCRIPTION

PARCEL "A"
JANUARY 8, 1987
2520AC

THE NORTH 933.38 FEET OF THE WEST, 933.38 FEET OF THE EAST
 $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34-TOWNSHIP 14 NORTH-RANGE
10 EAST OF THE 6TH P.M. AS SURVEYED AND RECORDED IN SARPY
COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTH
EAST $\frac{1}{4}$; THENCE NORTH $89^{\circ}56'53''$ EAST (ASSUMED BEARING) ALONG
THE NORTH LINE OF THE EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE
OF 933.38 FEET TO A POINT; THENCE SOUTH $00^{\circ}19'00''$ EAST AND
PARALLEL TO THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$
A DISTANCE OF 933.38 FEET TO A POINT; THENCE SOUTH $89^{\circ}56'53''$
WEST AND PARALLEL TO THE NORTH LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST
 $\frac{1}{4}$ A DISTANCE OF 933.38 FEET TO A POINT ON THE WEST LINE OF
THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH $00^{\circ}19'00''$ WEST ALONG THE
WEST LINE OF SAID EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF
933.38 FEET TO THE POINT OF BEGINNING.

CONTAINS: 871,198.22 SQUARE FEET OR 20.00 ACRES MORE OR LESS.
(NOTE: THE NORTH LINE OF SECTION 34-TOWNSHIP 14 NORTH-RANGE
10 EAST OF THE 6TH P.M. IS ASSUMED TO BEAR NORTH $89^{\circ}56'53''$
EAST)

EXHIBIT "C"

4/22/2002

LEGAL DESCRIPTION

6522 H

50 FOOT INGRESS AND EGRESS EASEMENT

JANUARY 8, 1987

3520.AC

A 50 FOOT INGRESS AND EGRESS EASEMENT LOCATED IN THAT PART OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34-TOWNSHIP 14 NORTH-RANGE 10 EAST OF THE 6TH P.M., AS SURVEYED AND RECORDED IN SARPY COUNTY, NEBRASKA LYING 25 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT 281.39 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ ALONG THE SOUTH LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, SAID POINT ALSO BEING ON THE APPROXIMATE CENTERLINE OF A EXISTING GRAVEL ROAD EXTENDED SOUTH; THENCE NORTH $03^{\circ}11'11''$ WEST (ASSUMED BEARING), A DISTANCE OF 1452.50 FEET TO A POINT; THENCE NORTH $01^{\circ}35'49''$ EAST A DISTANCE OF 257.88 FEET TO A POINT 933.38 FEET SOUTH AND 217.27 FEET EAST OF THE NORTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, SAID POINT ALSO BEING THE POINT OF TERMINUS OF SAID EASEMENT.

(NOTE THE SOUTH LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34 -TOWNSHIP 14 NORTH-RANGE 10 EAST IS ASSUMED TO BEAR NORTH $89^{\circ}55'00''$ WEST)

EXHIBIT "D"