

EASEMENT, USE RESTRICTION AND ROAD MANAGEMENT AGREEMENT

WHEREAS, an Ingress-Egress and Utility Easement described in Exhibit A, attached hereto, exists for the benefit of all parties hereto for ingress and egress to, and utility access for the respective parcels described on Exhibit A. The Easement herein described shall run with the parcels benefitted and all such future owners, heirs, assigns and grantees of said parcels shall be bound by this agreement; and

WHEREAS, a roadway shall be constructed upon the Easement for use by the owners of the parcels benefitted and an agreement as to road management is necessary to address continued maintenance, construction, and repair of the area; and

WHEREAS, a restriction regarding the use or construction of a septic, containment, retention, waste or other lagoon on Parcel 7, for the benefit of Parcel 1, is desired due to the proximity and elevation concerns as the two lots are situated,

NOW THEREFORE, the undersigned agree that the terms of this Agreement shall run with the land and their assigns shall benefit and be obligated to abide by the same and that provisions 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 construction, maintenance, repair, improvement, replacement, and management of the ingress-egress easement area roadway and ditches of the road shall be as follows: 1/7 share by each of the owner(s) of Parcels 1,2,3,4,5,6 and 7. This agreement will remain binding on future assigns and the cost of the same shall be divided into as many equal shares as there are then remaining separate parcels of land.
2. That the parties hereto agree to cooperate with one another in the maintenance and care of the roadway so that it shall benefit of all parties and the undersigned agree not to cause damage to the road in their respective use. The easement area may be used for utility access to each parcel, provided that the utility providers do not cause damage to the roadway and if damage is caused, the financial responsibility for repair shall be upon the parcel owner benefitted by the construction, maintenance, or repair of the utility.
3. The cost of installation, purchase of, repair and maintenance of any culverts necessary to access any single parcel shall be the responsibility of the parcel owner. In the event an owner fails to keep the same in repair which causes damage to the road or ditch, the same shall be the responsibility of the property owner and other parties to this agreement shall have a cause of action for damages caused or seek reimbursement for the work necessary to repair or maintain the ditch or roadway.
4. The easement thus far created shall be for the joint use of the parties hereto and for their heirs, successors and assigns, for ingress and egress and utility access. No party hereto, their heirs, successors, or assigns shall so use or leave any vehicle, or other obstruction on said roadway except for the purpose for which the easement was created.

5. Building Set-Backs: County Zoning Setback rules shall apply from the boundary line of the easement area, as if it were public right of way.
6. Each of the parties hereto, their heirs, successors, or assigns, shall bear their proportionate share of the cost of maintaining said roadway and easement area in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary. Notwithstanding the above provisions, any 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. Maintenance shall include but not limited to snow removal, mowing periodic resurfacing and/or grading, clearance of ditches from soil, debris and/or woody and other vegetation.
7. The parties in interest to this agreement shall elect a manager to serve and be in charge of the easement area. Such manager shall be designated by a majority vote of the lot owners benefiting from this easement for ingress and egress; each lot is entitled to one vote. The manager shall have the right to contract for maintenance and demand payment by the parties to the extent of their pro rata shares. Said payment may be requested in advance of contracting the services.
8. Maintenance and repair of the roadway shall be based on the quality of the roadway that is initially installed in 2018. In the event that all of the owners of the parcels of land herein described, later agree that the roadway should be of a superior construction, the cost thereof shall be shared equally per parcel by the owners of all of the parcels hereinabove described and thereafter maintained to support the superior quality unless agreed unanimously otherwise.
9. All payments required hereunder shall be made within thirty days of presentation to each party. All notices and presentations shall be delivered by hand delivery or mailed U.S. First Class to the addresses of the parties as shown on the real estate tax records of Saunders County, Nebraska. Failure to pay within said thirty (30) days shall constitute a default and any party requesting payment may bring a cause of action to collect on the same. Such default shall be treated as an unpaid account and interest shall accrue on such amount due at the rate of fourteen (14%) percent per annum from the date of delivery. Delivery shall be in the case of mailing, three (3) days after the date of mailing.
10. No lagoon, including but not limited to a septic, retention, containment, waste or other lagoon, shall be installed, constructed or used on Parcel 7, described on Exhibit A attached hereto. This restriction benefits Parcel 1, described on Exhibit A, and shall only be released or modified upon the written and recorded agreement of the owner of Parcel 1 hereafter.
11. This Agreement shall be deemed to be a covenant, easement and use restriction running with the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns.

IN WITNESS WHEREOF, the Owner of Parcels 1, 2, 3, 4, 5, 6 and 7 has caused these presents to be executed, this ____ day of _____, 2018.

Stephanie Wilson -Current Owner

Dale Wilson -Current Owner

STATE OF NEBRASKA)
) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018
by Stephanie Wilson and Dale Wilson, husband and wife, owners.

Notary Public

Notary Public