

COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>EM</u>	D.E.	
PROOF			
FEES \$	<u>40.50</u>		
CHECK #			
CHG	<u>A+S</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
2007-18879  
 2007 JUN 25 P 3:13 PM

*Glenn J. Newburg*  
 REGISTER OF DEEDS

ROAD MANAGEMENT AGREEMENT

WHEREAS KEVIN RICE and LORI RICE, Husband and Wife, are the owners of the following described property to-wit:

Lots 1, 2, 3 and 4, Cornish Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

WHEREAS, KENNETH TEX and STEPHANIE TEX, Husband and Wife, are the owners of the following described property to-wit:

Lots 5, 6, 7, 8, 9 and 10, Cornish Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

WHEREAS, RICHARD HUNTER and JANET HUNTER, Husband and Wife are the owners of the following described property to-wit:

Lot 11, Cornish Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

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

**LOT 1**

That part of Lot 1, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 1; thence N 00°04'56"W (Assumed Bearing) 279.51 feet on the West line of said Lot 1 to the NW corner thereof; ; thence N 89°46'32"E 100.00 feet on the North line of said Lot 1; thence Southwesterly on a 50.00 foot radius curve to the right, chord bearing S 35°26'39"W, chord distance 58.51 feet, an arc distance of 62.50 feet; thence S 00°04'56"E 232.05 feet on a line 66.00 feet East of and parallel with the West line of said Lot 1 to the South line thereof; thence S 89°50'50"W 66.00 feet on the South line of said Lot 1 to the point of beginning

**LOT 2**

That part of Lot 2, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 2; thence N 89°46'32"E (Assumed Bearing) 100.00 feet on the South line of said Lot 2; thence Westerly on a 50.00 foot

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 ADAMS & SULLIVAN  
 1246 Golden Gate Drive, Ste. 1  
 PAPILLION, NEBRASKA 68045

radius to the left, chord bearing S 89°46'32"W, chord distance 100.00 feet, an arc distance of 156.83 feet to the point of beginning

**LOT 3**

That part of Lot 3, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the NW corner of said Lot 3; thence N 89°46'32"E (Assumed Bearing) 50.00 feet on the North line of said Lot 3; thence Southwesterly on a 50.00 foot radius curve to the right, chord bearing S 44°50'48"W, chord distance 70.80 feet, an arc distance of 78.67 feet to the West line of said Lot 3; thence N 00°04'56"E 50.00 on the West line of said Lot 3 to the point of beginning

**LOT 4**

That part of Lot 4, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 4; thence N 00°04'56"W (Assumed Bearing) 50.00 feet on the West line of said Lot 4; thence Southeasterly on a 50.00 foot radius curve to the right, chord bearing S 45°09'12"E, chord distance 70.62 feet, an arc distance of 78.41 feet to the South line of said Lot 4; thence N 89°46'32"W 50.00 on the South line of said Lot 4 to the point of beginning.

**LOT 5**

The West 66.00 feet of Lot 5, Cornish Acres, a subdivision in Sarpy County, Nebraska

**LOT 6**

That part of Lot 6, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 6; thence N 00°04'56"W (Assumed Bearing) 331.00 feet on the West line of said Lot 6 to the NW corner thereof; thence N 89°46'32"E 33.00 feet on the North line of said Lot 6; thence S 05°46'38"E 332.56 feet on the South line of said Lot 6; thence S 89°46'32"W 66.00 feet on the South line of said Lot 6 to the point of beginning

**LOT 7**

That part of Lot 7, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 7; thence N 00°04'56" W (assumed bearing) 331.00 feet on the west line of said Lot 7 to the NW corner thereof; thence N 89°46'32" E 658.37 feet on the North line of said Lot 7 to the NE corner thereof; Thence S 00°04'56"E 50.00 feet on the East line of said Lot 7; thence Northwesterly on a 50.00

foot radius curve to the right, chord bearing N 65°48'12"W, chord distance 41.12 feet, an arc distance of 42.38 feet; thence S 89°46'32"W 587.89 feet on a line 33.00 feet South and parallel with the North line of said Lot 7; Thence S 00°04'56"E 298.00 feet on a line 33.00 feet East of and parallel with the West line of said Lot 7 to the South line thereof; Thence S 89°46'32"W 33.00 feet on the South line of said Lot 7 to the point of beginning

#### **LOT 8**

That part of Lot 8, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SW corner of said Lot 8; thence N 00°04'56" W (Assumed Bearing) 331.92 feet on the West line of said Lot 8 to the NW corner thereof; thence N 89°48'56" E 33.00 feet on the North line of said Lot 8; thence S 00°04'56"E 298.90 feet on a line 33.00 feet East of and parallel with the West line of said Lot 8; thence N 89°46'32"E 587.73 feet on a line 33.00 feet North of and parallel with the South line of said Lot 8; Thence Northeasterly on a 50.00 foot radius curve to the right, chord bearing N 65°29'47"E, chord distance 41.34 feet, an arc distance of 42.62 feet to the East line of said Lot 8; thence S 00°04'56" E 50.00 feet on the East line of said Lot 8 to SE corner thereof; thence S 89°46'32" W 658.37 feet on the South line of said Lot 8 to the point of beginning

AND

That part of Lot 8, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the NW corner of said Lot 8; thence N 89°48'56" E (Assumed Bearing) 33.00 feet on the North line of said Lot 8 to the point of beginning; thence continuing S 00°04'56" E 100.09 feet on a line 50.00 feet East of and parallel with the West line of said Lot 8; thence S 89°55'04"W 17.00 feet; thence N 00°04'56"W 100.06 feet on a line 33.00 feet East of and parallel with the West line of said Lot 8 to the point of beginning

#### **LOT 9**

The East 33.00 feet of Lot 9, Cornish Acres, a subdivision in Sarpy County, Nebraska

AND

That part of Lot 9, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: commencing at the NE corner of said Lot 9; thence S 89°41'45"W (Assumed Bearing) 33.00 feet on the North line of said Lot 9 to the point of beginning; thence continuing S 89°41'45"W 17.00 feet on the North line of said Lot 9; thence S 00°04'56"E 99.81 feet on a line 50.00 feet West of and parallel with the East line of said Lot 9; thence N 89°55'04"E 17.00 feet; thence N 00°04'56"W 99.87 feet on a line 33.00 feet West of and parallel with the East line of said Lot 9 to the point of beginning

#### **LOT 10**

The East 33.00 feet of Lot 10, Cornish Acres, a subdivision in Sarpy County, Nebraska

**LOT 11**

That part of Lot 11, Cornish Acres, a subdivision in Sarpy County, Nebraska, described as follows: beginning at the SE corner of said Lot 11; thence N 00°04'56" W (Assumed Bearing) 331.00 feet on the East line of said Lot 11 to the NE corner thereof; thence S 89°46'32" W 33.00 feet on the North line of said Lot 11; thence S 05°46'38" E 332.56 feet to the point of beginning

WHEREAS, the easement exists for the benefit of all parties hereto for ingress and egress to their respective parcels, and the easement will no doubt exist for future buyers of the property herein described and such future owners of any of the property described herein shall be bound by this agreement.

NOW THEREFORE, the undersigned agree that this Agreement 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 borne as follows: 1/11 share per Lot.
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 for all parties and the undersigned agree not to cause damage to the road in their respective use.
3. 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. No party hereto, their heirs, successors, or assigns, shall so use or leave any vehicle, or anything else on said driveway except for the purpose for which this easement was created.
4. Each of the parties hereto, their heirs, successors, or assigns, shall bear their proportionate share of the cost of maintaining said driveway in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonable 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 be limited to snow removal, mowing and periodic resurfacing and grading.
5. 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 benefitting from these easements 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. The parties hereby elect Kenneth Tex to act as initial manager. The manager may be replaced at anytime except for the first three (3) years of this Agreement (except in case of death of the initial manager or the initial manager is no longer an owner of any of Lots herein), by calling an election. An election shall be completed by sending written notice by certified mail to each owner(s) of record as shown on the real estate tax records of the county

of the time, date and place of the election. Such date, time and place shall be reasonable. Owner(s) may vote by proxy by delivering their vote in writing to the party holding the election. Voting is limited to one vote per Lot. Upon election of a new manager, the party calling the election shall file an affidavit in the Sarpy County Register of Deeds certifying the results of the election. Such filing shall be made against all of the Lots that are part of this Agreement. The new manager shall not assume such position until such affidavit is recorded.

6. 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.



7. In the event that all of the owners of tracts of land herein described, agree that the roadway easement should be hard surfaced, said easement shall be hard surfaced and the costs hereof shall be shared equally by the owners of all of the tracts hereinabove described. Notwithstanding the foregoing, said roadway shall be built only with similar or superior construction as that portion of the roadway which is already in existence at the time of the execution of this Agreement.

8. All payments required hereunder shall be made within thirty (30) 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 Sarpy 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 from the date of delivery. Delivery shall be in the case of mailing, three (3) days after the date of mailing.

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.

Lots 1, 2, 3 and 4, Cornish Acres:

Kevin Rice and Lori Rice

  
\_\_\_\_\_  
Kevin Rice  
  
\_\_\_\_\_  
Lori Rice

Lots 5, 6, 7, 8, 9, and 10, Cornish Acres: Kenneth Tex and Stephanie Tex

*Kenneth Tex*  
Kenneth Tex  
*Stephanie Tex*  
Stephanie Tex

Lot 11, Cornish Acres

Richard Hunter and Janet Hunter  
*Richard Hunter*  
Richard Hunter  
*Janet Hunter*  
Janet Hunter

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY     )

The foregoing instrument was acknowledged before me on the 25 day of June 2007, by Kevin Rice and Lori Rice, Husband and Wife.



*[Signature]*  
Notary Public

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY     )

The foregoing instrument was acknowledged before me on the 25 day of June 2007, by Kenneth Tex and Stephanie Tex, Husband and Wife.



*[Signature]*  
Notary Public

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STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK        )

The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of June 2007 by Richard Hunter and Janet Hunter, Husband and Wife.

*Tillie A. Florence*

\_\_\_\_\_  
Notary Public

