ROAD MAINTENANCE AND EASEMENT AGREEMENT

This Road Maintenance and Easement Agreement (this "Agreement") is entered into on November __, 2025 (the "Effective Date") by **MCKINLEY WELLS WILSON**, a single person ("Wilson").

PRELIMINARY STATEMENT

WHEREAS, Wilson is the owner of those certain parcels of real property located in Saunders County, Nebraska, legally described on Exhibit "A" attached hereto and incorporated by this reference (individually referred to as a "Parcel", and collectively the "Parcels");

WHEREAS, an Ingress/Egress and Utility Easement was recorded against a portion of the Parcels as depicted and legally described on Exhibit "B" attached hereto and incorporated by this reference (the "Easement Area"); and

WHEREAS, Wilson desires that a access road be constructed within the Easement Area that will provide ingress and egress to and from County Road R (the "Access Road") for use by Wilson and future owners of the Parcels ("Owners") and this Agreement is necessary to address the rights and obligations of the Owners to maintain, repair, restore and replace the Access Road.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto agrees as follows:

1. Grant of Access Easement; No Barriers. Subject to the terms and conditions of this Agreement, Wilson hereby declares, reserves, grants and conveys to and for the Owners, for their use and for the use of their agents, tenants, employees, customers, licensees and invitees, and the agents, employees, customers, licensees and invitees of said tenants and for the use of all applicable emergency service providers, including, without limitation, police and fire departments, a non-exclusive perpetual easement appurtenant to the Parcels over and across that portion of the Access Road now or hereafter located within the Easement Area, all for the

purpose of pedestrian and vehicular access, ingress and egress to and from the Parcels. No Owner shall erect any barriers or obstacles on the Access Road which would in any manner interfere with vehicular or pedestrian access, ingress or egress over the Access Road or the rights created hereby.

2. Construction. Wilson reserves a non-exclusive temporary construction easement on, over and across the Parcels for the purpose of constructing, accessing, maintaining, operating, servicing, repairing, altering and inspecting the Access Road (the "Temporary Construction Easement") including, without limitation, the right of Wilson's employees, contractors, agents, licensees and invitees to use the Temporary Construction Easement for ingress and egress of personnel, vehicles, materials and equipment used in connection with the construction of the Access Road. The respective terms of the Temporary Construction Easement shall commence on the Effective Date and shall terminate on the date upon which Wilson no longer owns any Parcels.

3. Maintenance and Repair.

(a) Manager. The Owners shall designate and authorize, by a majority vote of the Owners, a manager to contract for Maintenance Work (as defined below) of the Access Road and demand payment from each Owner for their Proportionate Share (as defined below) for such Maintenance Work as provided herein on behalf of the Owners (the "Manager"). Each Owner shall be allocated one (1) vote per Parcel owned.

(b) Access Road Maintenance. The Owners shall be responsible for maintaining, repairing and replacing (including, without limitation, repair, replacement or restoration in the event of damage or destruction by casualty, periodic resurfacing, sealing, patching, repairing, restriping, sweeping and snow removal as reasonably necessary, mowing and clearance of ditches immediately adjacent to the Access Road from soil, debris and/or woody and other vegetation, hereinafter referred to as the "Maintenance Work") the Access Road in good condition and repair. All such Maintenance Work required pursuant to this Section 3 shall be done so that the Access Road is kept neat and clean and in good condition and repair based on the quality of the roadway that is initially installed in 2025. In the event that all of the Owners later agree that the Access Road should be of superior construction, the cost thereof shall be shared equally amongst the Owners and after maintained to support the superior quality unless agreed unanimously otherwise. Notwithstanding anything to the contrary in this Agreement, any Owner who causes damage to the Access Road through negligence by Owner or others for said Owner or on the Owner's behalf shall be wholly responsible for any such damage resulting from such negligence

(b) Culverts, Lighting, Landscaping and Utility Lines. It is understood and agreed that each Owner shall, at its sole cost and expense, be responsible for maintaining, operating and repairing (including, without limitation, repair, replacement or restoration in the event of damage or destruction by casualty, periodic resurfacing, sealing, patching, repairing, sweeping and snow removal as reasonably necessary) the culverts necessary to access any single Parcel, lighting, landscaping and utility lines located on their respective

Parcel adjacent to the improved portions of the Access Road. In the event an Owner fails to keep the same in repair which causes damage to the Access Road or ditch, the same shall be the responsibility of the Owner and other Owners shall have a cause of action for damages caused or seek reimbursement for the work necessary to repair or maintains the ditch or Access Road.

4. Charges and Taxes.

(a) Access Maintenance Charges. At all times following the completion of the Access Road, the Owners shall be responsible for one fifth (1/5) ("Proportionate Share") of the cost of the Maintenance Work (the "Access Maintenance Charges"). Within thirty (30) days of the date of presentation of a statement of any Access Maintenance Charges by the Manager (the "Payment Notice") to an Owner, such Owner shall pay its Proportionate Share of the Maintenance Charges. All notices and presentations shall be delivered by hand delivery or mailed by U.S. First Class to the address of the Owners 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 the Manager and any of the other non-defaulting Owners 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 percent (14%) per year from the date of delivery of such Payment Notice.

(b) Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to their property and any improvements located thereon, and any personal property owned or leased by such owner, provided that if such taxes or assessments or any part thereof may be paid in installments, each Owner may pay each such installment as and when the same becomes due and payable. Nothing contained herein shall prevent any owner from contesting at its cost and expense any taxes and assessments with respect to its property in any manner such owner elects, so long as such contest is in accordance with applicable law and maintained with reasonable diligence and in good faith.

5. Building Set-Back. Saunders County Zoning setback rules shall apply from the boundary line of the Easement Area, as if it were public right of way.

6. Termination of Liability. Whenever a transfer of ownership of any Parcel takes place, the transferor shall have no liability for any breach of this Agreement occurring subsequent to the date of such transfer.

7. Term and Effect of Agreement. This Agreement shall continue in full force and effect in perpetuity, subject only to amendment, modification or termination upon the express mutual written agreement of all the Owners of the Parcels. Except as may otherwise specifically provided in this Agreement, the easements, rights, liabilities and obligations granted and provided for in this Agreement shall run with the land and shall be binding upon the parties hereto, and upon their successors and assigns.

8. Execution of Additional Documents and Amendments. Each respective Owner from time to time agrees to execute and deliver to each other all such documents and agreements as may be necessary or appropriate for the effectuation of the provisions and intent of this Agreement or as may be required from time to time by any applicable governmental authority. The provisions of this Agreement may not be abrogated, modified, amended, rescinded or terminated, in whole or in part, except by a writing executed and acknowledged by all the then Owners.

9. No Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Owners.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

11. Non-Merger. The rights, obligations and easements created hereby are expressly intended to exist and not to be merged by operation of law or otherwise with any fee title (but to be kept separate and distinct) notwithstanding the fact that the Parcels may be owned at any time or from time to time by the same individual or entity, unless specifically terminated by both owners in a written document acknowledged by both such owners and placed of record in the real property records of Saunders County, Nebraska.

12. Time of Essence. Time is of the essence of this Agreement.

13. Agreement to Continue Notwithstanding Default. It is expressly agreed that no default of this Agreement shall (i) entitle any party to cancel, rescind or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to, any of portion of the Parcels. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or at law or at equity by reason of any such default.

14. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed to waive any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect of such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

15. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Owners of the Parcels, and nothing contained

in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including, but not limited to tenants, subcontractors, sub consultants, and suppliers. It is the express intention of Wilson that any person other than the Owners of the Parcels receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. **No Public Dedication**. Nothing contained in this Agreement shall be deemed to be a dedication of the Access Road or the use thereof to the general public or for the general public or for any public purpose whatsoever.

[SPACE BELOW IS INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

WILSON:

By: _____
McKinley Wells Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025, by McKinley Wells Wilson.

_____
Notary Public

EXHIBIT A

PARCELS

PARCEL #2:
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE S87°53'08”W (ASSUMED BEARING), ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°53'08”W, ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 441.20 FEET; THENCE S04°30'39”E, A DISTANCE OF 923.34 FEET; THENCE N87°53'08”E, A DISTANCE OF 504.10 FEET; THENCE N08°23'38”W, A DISTANCE OF 928.10 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 10.01 ACRES MORE OR LESS.

PARCEL #3:
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE S00°50'30”E (ASSUMED BEARING), ON THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1127.90 FEET; THENCE S87°53'08”W, A DISTANCE OF 330.25 FEET; THENCE N00°50'30”W, A DISTANCE OF 146.63 FEET; THENCE N08°23'38”W, A DISTANCE OF 986.95 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE N87°53'08”E, ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 10.01 ACRES MORE OR LESS.

PARCEL #4:
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE S00°36'21”E, ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 922.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°36'21”E, ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 620.50 FEET; THENCE N87°07'41”E, A DISTANCE OF 424.71 FEET; THENCE N39°53'07”E, A DISTANCE OF 305.73 FEET; THENCE N76°08'18”E, A DISTANCE OF 404.73 FEET; THENCE N00°50'30”W, A DISTANCE OF 246.63 FEET; THENCE N08°23'38”W, A DISTANCE OF 58.85 FEET; THENCE S87°53'08”W, A DISTANCE OF 1008.21 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 11.43 ACRES MORE OR LESS.

PARCEL #5:
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE EAST

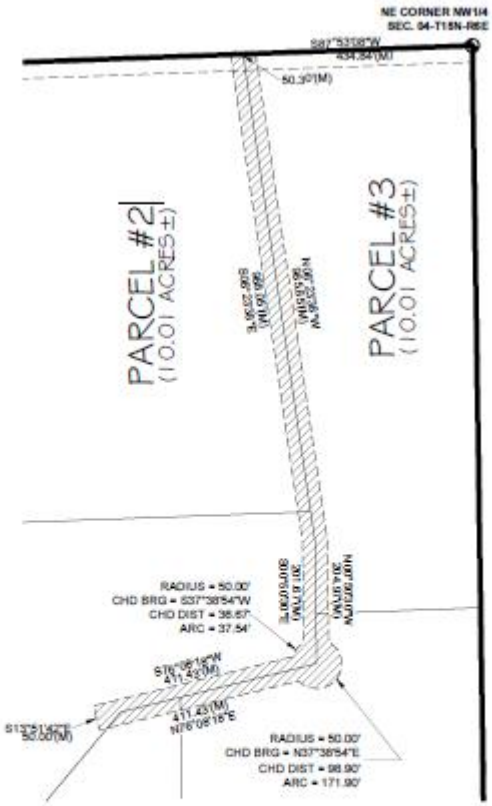
HALF OF THE NORTHWEST QUARTER OF SECTION 4; THENCE S00°36'21”E (ASSUMED BEARING), ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 1543.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°36'21”E, ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 1099.87 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE N87°07'41”E, ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 749.15 FEET; THENCE N00°50'30”W, A DISTANCE OF 1347.86 FEET; THENCE S76°08'18”W, A DISTANCE OF 123.40 FEET; THENCE S39°53'07”W, A DISTANCE OF 305.73 FEET; THENCE S87°07'41”W, A DISTANCE OF 424.71 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 20.01 ACRES MORE OR LESS.

PARCEL #6:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE S00°50'30”E (ASSUMED BEARING), ON THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1127.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°50'30”E, ON THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1497.15 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE S87°07'41”W, ON THE SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 604.64 FEET; THENCE N00°50'30”W, A DISTANCE OF 1347.86 FEET; THENCE N76°08'18”E, A DISTANCE OF 281.33 FEET; THENCE N00°50'30”W, A DISTANCE OF 100.00 FEET; THENCE N87°53'08”E, A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 20.01 ACRES MORE OR LESS.

EXHIBIT B

EASEMENT AREA



50' WIDE INGRESS/EGRESS & UTILITY
EASEMENT DETAIL

50' WIDE INGRESS/EGRESS & UTILITY EASEMENT:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SALINDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE S87°53'08"W (ASSUMED BEARING) ON THE NORTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 494.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°53'08"W, ON THE NORTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 50.30 FEET; THENCE S00°23'08"E, A DISTANCE OF 866.25 FEET; THENCE S00°50'30"E, A DISTANCE OF 201.87 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING OF S37°38'54"W AND A CHORD DISTANCE OF 36.67 FEET, A DISTANCE OF 37.54 FEET; THENCE S76°09'15"W, A DISTANCE OF 411.43 FEET; THENCE S13°51'45"E, A DISTANCE OF 50.00 FEET; THENCE N76°09'15"E, A DISTANCE OF 411.43 FEET; THENCE NORTHEASTERLY ON THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING OF N37°38'54"E AND A CHORD DISTANCE OF 86.90 FEET, A DISTANCE OF 171.90 FEET; THENCE N00°50'30"W, A DISTANCE 314.97 FEET; THENCE N00°23'08"W, A DISTANCE OF 866.55 FEET TO THE POINT OF BEGINNING.