LANCASTER COUNTY, NEB

DOWN THE STORY OF THE STORY

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INST. NO 96

010008

CODE APA

96/26/1

ACCESS EASEMENT

For One Dollar and other valuable consideration, the Carriage Park
Neighborhood Association, Inc., Grantor, does hereby create, establish and grant to
Lincoln Forum, a Nebraska non-profit corporation, and Hospital Authority No. 1 of
Lancaster County, Nebraska, (singly "Grantee," or collectively "Grantees") for their
benefit and the benefit of their successors, assigns, visitors, and invitees, an easement
in, over and through a portion of Outlot "J", Carriage Park Addition, Lincoln, Lancaster
County, Nebraska more particularly described as:

See Exhibit A, attached hereto and made a part of said described property (the "Easement Premises"), permitting the full and free use of the Easement Premises for the purposes of ingress and egress, as specifically limited by the terms herein, from Shamrock Road, a public street to and from the real property to be purchased by the Grantees and described as:

The West 322.79 feet of the South 188.55 feet of Lot 5, Strain's Acres, Lincoln, Lancaster County, Nebraska, except that part deeded to the City of Lincoln by the instrument filed February 18, 1986 as Inst. No. 86-3894 and

The North 175 feet of the West 322.79 feet of Lot 5 and the South 25 feet of the West 322.79 feet of Lot 4, Strain's Acres, Lincoln, Lancaster County, Nebraska except that portion deeded to the City of Lincoln by the instrument filed February 10, 1986 as Inst. No. 86-3408.

This easement shall be subject to the following terms and conditions:

- (1) Grantees shall construct at its cost a driveway for vehicular access inside the boundaries of the Easement Premises and landscape the non-paved areas within same.
- (2) Responsibility for the cost, maintenance, or repair of the Easement Premises shall rest with the Grantees, Lincoln Forum, only, and no responsibility thereof shall accrue to the Grantor by reason of the Grantor's benefits from this easement. The services to be provided by the Grantee shall include, but not be limited to, snow removal and driveway repair.
- (3) Grantee, Lincoln Forum, will develop a landscape plan for its property, Outlots J and I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska and the central island on Shamrock Road, adjoining 70th Street. Grantor shall have the right to approve the landscape plan. In the event that the landscape plan shall entail the relocation of trees from Grantor's property, Outlots J

10008

ACCESS EASEMENT (CONTINUED)

or I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska, then in the event that the landscaping plan calls for the relocation of such trees, Grantee, Lincoln Forum, is hereby granted a temporary easement over the entirety of Outlots J and I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska for the purpose of removing, planting, and replanting such trees. All plantings contemplated under this Access Easement shall be accomplished within nine (9) months of the first occupancy of the improvements on the property owned by Grantees, or either of them and located adjacent to Outlot J, Carriage Park Addition, Lincoln, Lancaster County, Nebraska.

- (4) Grantee, Lincoln Forum, upon the request of Grantor, will cause any fence existing between Outlot I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska and Grantee's property described herein to be removed at Grantee's (Lincoln Forum's) sole expense.
- (5) At the completion of construction of the driveway mentioned herein for vehicular access, Grantee, Lincoln Forum, shall install a stop sign at the intersection of said driveway and Shamrock Road.
- (6) If Grantee, Lincoln Forum, desires to place or replace a sign on Shamrock Road with respect to its property, the sign shall have the approval of the Carriage Park Neighborhood Association, Inc. Board of Directors. The Board of Directors of the Carriage Park Neighborhood Association, Inc. in granting its permission shall be guided by the compatibility of the proposed signage with the now current signage of the Carriage Park design.
- (7) Deliveries to Grantee's building to be constructed on Grantee's property shall enter and exit from the 70th Street entrance to Grantee's property and all vehicles making such deliveries shall not be entitled to use of the easement premises.
- (8) During the construction of the driveway on the Easement Premises, Shamrock Road may be utilized by any vehicles involved in the construction of the driveway. After the construction of the driveway, Shamrock Road may be then used only minimally by any vehicles involved in the construction of the building on Grantee's property.
- (9) This easement shall be appurtenant to and run with the Grantees' above described real property.
- (10) Subject to the prior written consent of the Grantee, Lincoln Forum, which shall not be unreasonably withheld, the Grantor shall have the right to place along, across, on or over the Easement Premises any improvements as they may desire; provided, however that such improvements do not materially interfere with the rights of access granted pursuant to the terms and conditions of this Access Easement. The Grantor shall further have the right to the full use and enjoyment of the Easement Premises except for such use as may unreasonably interfere with the exercise of the easement rights granted herein.

10008

ACCESS EASEMENT (CONTINUED)

- (11) The sole rights granted herein are the rights to use the easement premises for the purpose of gaining access from Grantees' property to Shamrock Road in a reasonable manner, and in conformance with all the requirements placed upon Grantee herein, and the Grantee, Lincoln Forum, shall be liable to the Grantor for any damage due to the use of the Easement Premises by it or its employees, invitees, agents, successors, or assigns or said parties' failure to comply with the provisions herein.
- (12) Grantor covenants that Grantor is the owner of the Easement Premises and has legal right, title and capacity to grant the ingress and egress easement granted, subject to easements of record.
- (13) This Access Easement may be executed in counterparts, each of which shall be deemed an original.
- (14) A legal description for the Easement Premises has not been prepared at the date hereof and the parties are relying on the description of the Site Plan shown on Exhibit A. At a later date, the parties may file an affidavit with a legal description of the Easement Premises referring to this Access Easement. This Access Easement shall be recorded against Outlet J, Carriage Park Subdivision, Lincoln, Lancaster County, Nebraska.
- (15) Grantee, Lincoln Forum, shall pay to Grantor the sum of Six Thousand Dollars (\$6,000.00) before the ninetieth (90th) day after commencement of construction on the land being purchased by Grantee, Lincoln Forum, or upon demand of Grantor, so long as demand is made after commencement of construction. Grantor shall furnish Grantees a receipt for said sum in recordable form.
- (16) Grantee hereby recognizes on behalf of Grantee and its assigns and successors, that this easement is for the purpose of providing reasonable access to the Grantee's above described real property solely for the use of said property as a retirement apartment community not exceeding 55 units and further agrees that in the event Grantee fails to comply with any of the terms and conditions of the declarations herein or at anytime changes the use of the Grantee's property from a retirement apartment community of 55 or less units, this Access Easement may be revoked by Grantor.

STATE OF NEBRASKA)
)ss
COUNTY OF LANCASTER)

On this 7th day of March, 1996, before me, the undersigned, a notary public in and for said state, personally came Gary G. Chunka, known to me to be the identical person whose name is affixed to the foregoing Access Easement, and acknowledged the execution thereof to be his voluntary act and deed.

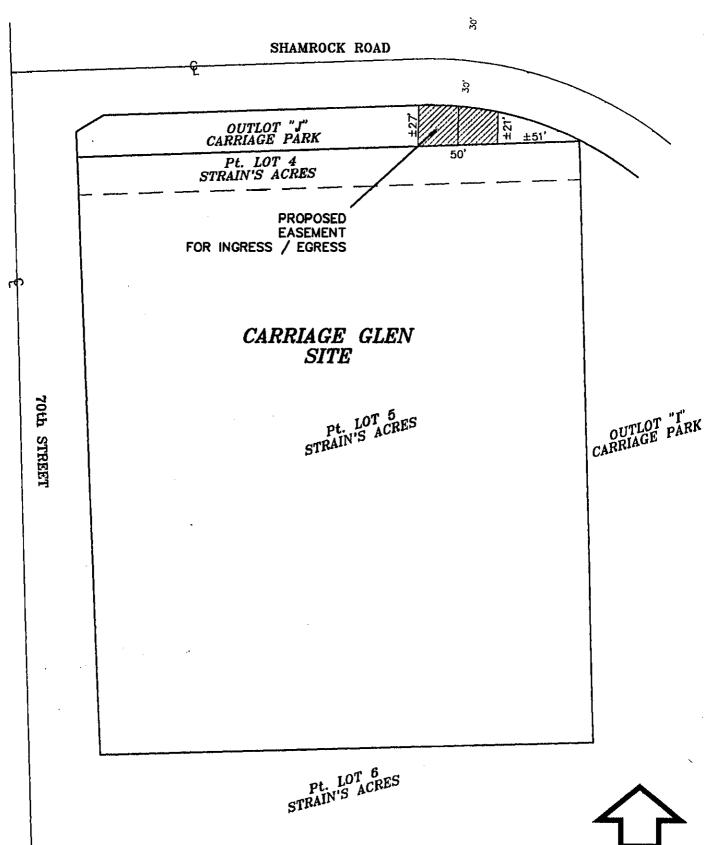
GENERAL NOTARY-State of Nebraska
FRANCES O. ROUZEE
My Comm. Exp. 6-15-16

J

Project No.

951286

PROPOSED EASEMENT SKETCH



Date: 10/13/95

NORTH

SCALE 1" =60 '



EHRHART

GRIFFIN & ENGINEERING PLANNING LAND SURVEYING
ASSOCIATES

Street • Omaha, Nebraska 68131 • 402 / 551-0631

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