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INST NO 2003

2003 NOV 19 P 4: 14

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LANCASTER COUNTY, NE

CODE
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ESTATE

Handwritten signature and initials

ACCESS AGREEMENT AND TERMINATION OF EASEMENT

This Agreement is made and entered into this 17 day of Sept, 2003, by and between Anita C. Stewart, James P. Stewart and Michael L. Stewart, Co-Trustees of the Leonard P. Stewart Trust, Anita C. Stewart Trustee and James P. Stewart, hereinafter referred to as "Stewart" and Brenda Wilson, hereinafter referred to as "Wilson".

NKA L3 NE 1/4
L4 NE 1/4
SW 1/4 NE 1/4
L25 NW 1/4
L84 NW 1/4

WITNESSETH:

WHEREAS, Stewarts are the owners, collectively, of the West Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 2, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, hereinafter referred to as the "Stewart Property"; and,

WHEREAS, Wilson is the owner of Lots 5 and 8 of Irregular Tracts in the Southwest Quarter of Section 2, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, hereinafter referred to as the "Wilson Property"; and,

WHEREAS, historically, an easement had existed across the Stewart Property in favor of the Wilson Property which the parties desire to terminate; and,

WHEREAS, Stewart desires to lease to Wilson the use of a certain access road across the Stewart property.

NOW, therefore, in consideration of the terms, conditions and covenants hereinafter contained, the parties hereto agree as follows:

1. Termination of Easement: The parties hereby terminate and rescind any easement or right granted or retained in that certain Warranty Deed dated February 8, 1901 and filed in Book 100 Page 319 and that certain Warranty Deed dated February 8, 1901 and filed in Book 100 Page 321 is hereby terminated and rescinded.

2. Access Agreement: For one dollar (\$1.00) and other valuable consideration, Stewart hereby leases to Wilson the non-exclusive right to use the existing driveway across the Stewart property for the purposes of ingress and egress to Wilson property. Wilson shall be solely responsible for the maintenance of said driveway, including, but not limited to, grading, application of gravel and removal of snow. Travel speed on said driveway shall be limited to 10 m.p.h. Any party may have the right to terminate this Agreement at any time upon thirty (30) days notice.

3. Time of the Essence: Time is of the essence of this Agreement, in the entirety thereof.

4. Survival of Representations: The covenants, representations and warranties of the parties hereto are continuing covenants, representations and warranties, and they shall survive the closing of this transaction.

5. Pronouns, Etc.: Whenever used herein, as the context shall warrant, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

6. Headings: The paragraph headings used in this Agreement are for convenience of reference only and shall not limit or otherwise affect, or be used in the construction or interpretation of any of its terms, conditions or provisions hereof.

mail
Jim Stewart
8909 Saltillo Rd
Lincoln NE 68526

7. Parties of Interest: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, each to the other.

8. Amendments, Governing Law, Etc.: This Agreement shall not be altered or amended except in writing by the parties hereto and it shall be construed under and governed by the laws of the State of Nebraska.

9. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto regarding the subject matter hereof. It supersedes any prior agreements or understandings among them and it shall not be modified or amended in any manner other than as set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their on the day and year indicated above.

Anita C. Stewart
Anita C. Stewart, Co-Trustee of the Leonard P. Stewart Trust

James P. Stewart
James P. Stewart, Co-Trustee of the Leonard P. Stewart Trust

Michael L. Stewart
Michael L. Stewart, Co-Trustee of the Leonard P. Stewart Trust

Anita C. Stewart
Anita C. Stewart, Trustee

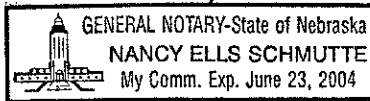
James P. Stewart
James P. Stewart

Brenda Wilson
Brenda Wilson

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

SUBSCRIBED and sworn to before me on this 24 day of September, 2003, by Anita C. Stewart, James P. Stewart and Michael L. Stewart, Co-Trustees of the Leonard P. Stewart Trust.

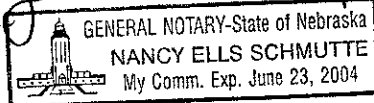
Nancy Ells Schmutte
Notary Public 9-24-03



STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

SUBSCRIBED and sworn to before me on this 24 day of September, 2003, by Anita C. Stewart, Trustee.

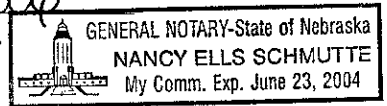
Nancy Ells Schmutte
Notary Public



STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

SUBSCRIBED and sworn to before me on this 24 day of September,
2003, by James P. Stewart.

Nancy Ells Schmutte
Notary Public 9-24-03



STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

SUBSCRIBED and sworn to before me on this 24 day of September,
2003, by Brenda Wilson.

Nancy Ells Schmutte
Notary Public

