

Pages 5 Doc Tax \$        EX #         
 Fee Amt \$ 31.00 Ck Pd \$ 31.00  
 Cash PD \$        Refund \$         
 Paid by #67 UNION TITLE Ck # 25103  
       Ck #         
 CUSTOMER CODE         
 RETURN TO #4 NEBR TITLE         
        
      

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 23rd day of Nov., 2005 at 1:30 o'clock P.M., and recorded as INSTRUMENT NO. 2005-4880  
*Quith E. Heims*  
 Register of Deeds  
 By        Deputy

2005-4880

3-534

TRACT INDEX ✓  
 COMPUTER ✓  
 COMPARED         
 PAGED       

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into by and between Phillip R. Stettinger, of Lincoln, Nebraska, hereinafter referred to as "Stettinger" and Nick Huston, of Beatrice, Nebraska, hereinafter referred to as "Huston."

WITNESSETH:

WHEREAS, Stettinger is the outright owner in fee simple of the real estate referred to hereinafter as "Tract A" and described hereinafter; and

WHEREAS, Huston is the outright owner in fee simple of the real estate referred to hereinafter as "Tract B" and described hereinafter; and

WHEREAS, Stettinger desires to obtain an easement over a portion of Tract B for travel to and from a loading dock located on Tract A which is only reasonably accessible by travel over Tract B; and

WHEREAS, Huston desires to obtain an easement over a portion of Tract A for ingress and egress to and from Tract B by way of Court Street which is only reasonably accessible through an entrance located on Tract A;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

**DESCRIPTION OF LAND**

The Legal description of Tract A, being that land owned by Phillip R. Stettinger, is as follows:

The East 84.25 feet of the South 40 feet of Lot 6 and the East 84.25 feet of Lots 11 and 14, the South 40 feet of Lots 7 and 8, and all of Lots 9, 10, 15 and 16, all in Block 10, Morton's Acres Second Addition to Beatrice, platted on a part of the Southwest Quarter (SW¼) of Section 35, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska.

Stettinger Easement 1 of 4

*return to*  
 Union Title Company  
 3800 Normal Blvd.  
 Lincoln, NE 68506

2005- 4880

*utcdpd.*

*310*

The Legal description of Tract B, being that land owned by Nick Huston, is as follows:

The South 40 feet of Lot 5, South 40 feet of the West 83 feet of Lot 6, the West 83 feet of Lot 11, the West 83 feet of Lot 14, all of Lots 12 & 13, Block 10, Morton's Acres Second Addition, Beatrice, Nebraska, platted on a part of the Southwest Quarter of Section 35, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska.

A copy of an aerial photograph depicting Tract A and Tract B is attached hereto as Exhibit A and incorporated herein by reference.

#### **GRANT OF EASEMENTS**

Stettinger hereby grants unto Huston and all future tenants, licensees and occupants of the premises referred to herein as Tract B, or any portion thereof, and their respective employees, customers, licensees or invitees, a non-exclusive easement for the use, without charge, of so much of the parking areas, driveways, and Court Street accesses which are here now or hereafter may be located upon the premises referred to herein as Tract A, or any portion thereof, as is reasonably necessary for access to Tract B.

Huston hereby grants unto Stettinger and all future tenants, licensees and occupants of the premises referred to herein as Tract A, or any portion thereof, and their respective employees, customers, licensees or invitees, a non-exclusive easement for the use, without charge, of so much of the parking areas and driveways which are here now or hereafter may be located upon the premises referred to herein as Tract B, or any portion thereof, as is reasonably necessary for vehicles to access a loading dock located on Tract A for purposes of loading and unloading such vehicles and the parking of such vehicles.

#### **TERM OF EASEMENTS**

The easements granted under this Agreement shall be perpetual unless modified by both parties or their successors in interest and assigns.

#### **MAINTENANCE OF PROPERTIES**

Stettinger and Huston each hereby agree to maintain and keep in good repair, free and clear of ice, snow, rubbish, debris and obstructions of every kind, the parking areas, driveways, and Court Street accesses ("travel-ways") which are here now or hereafter may be located upon Tract A and Tract B, respectively, and shall provide and maintain adequate drainage and lighting thereon. The travel-ways located on Tract A and Tract B shall meet at equal grades and no obstruction shall be placed, erected or permitted upon either Tract A or Tract B which will in any way interfere with the rights granted in this Agreement.

**EXPENSES ASSOCIATED WITH RESPECTIVE TRACTS**

Stettinger and Huston shall be responsible for all expenses associated with their respective tracts of property, including but not limited to all taxes, levies and fees associated with their individual tracts.

**RELOCATION OF IMPROVEMENTS**

Nothing contained in this Agreement shall be deemed to prevent Stettinger, Huston or their successors in interest to Tract A and Tract B, respectively, from relocating any buildings or other improvements now or hereafter located on any portion of said tracts or from constructing on or removing from either tract any building or other improvements, it being intended by the parties to this Agreement that the easements granted herein shall apply only to the travel-ways which actually exist from time to time on the respective tracts; provided however, that any such relocation shall not unreasonably interfere with the rights granted in this Agreement.

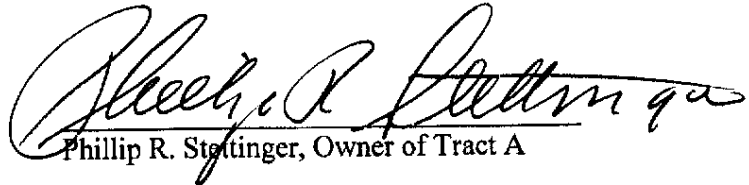
**PRIOR EASEMENTS**

This Easement Agreement supersedes the Easement Agreement dated November 16, 1978 and recorded with the Gage County Register Deeds at Book 57, Page 242.

**COVENANTS RUN WITH THE LAND**

The easements hereby granted and the agreements contained herein shall be easements and covenants which run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including but not limited to all subsequent owners of either tract and all persons claiming by, through or under them.

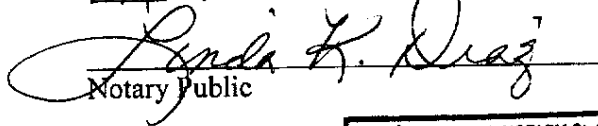
IN WITNESS WHEREOF, the parties have executed this Easement Agreement on this 18th day of November, 2005.

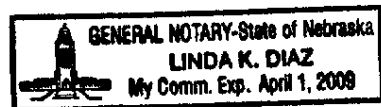
  
 Phillip R. Stettinger, Owner of Tract A

STATE OF NEBRASKA    )  
                                       ) ss.  
 County of Lancaster    )

Before me, the undersigned notary public, appeared Phillip R. Stettinger, who acknowledged that he has read the foregoing instrument, knows the contents thereof and that the execution of the same was he voluntary act and deed.

Witness my hand and notary seal this 18th day of November, 2005.

  
 Notary Public

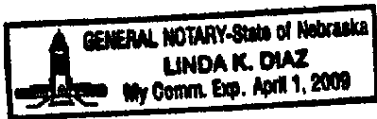


Virginia J. Stettinger  
Virginia J. Stettinger

STATE OF NEBRASKA )  
County of Lincoln ) ss.

Before me, the undersigned notary public, appeared Virginia J. Stettinger, who acknowledged that he has read the foregoing instrument, knows the contents thereof and that the execution of the same was his voluntary act and deed.

Witness my hand and notary seal this 18th day of November, 2005.



Linda K. Diaz  
Notary Public

Nick Huston  
Nick Huston, Owner of Tract B

STATE OF NEBRASKA )  
County of Lincoln ) ss.

Before me, the undersigned notary public, appeared Nick Huston, who acknowledged that he has read the foregoing instrument, knows the contents thereof and that the execution of the same was his voluntary act and deed.

Witness my hand and notary seal this 18th day of November, 2005.



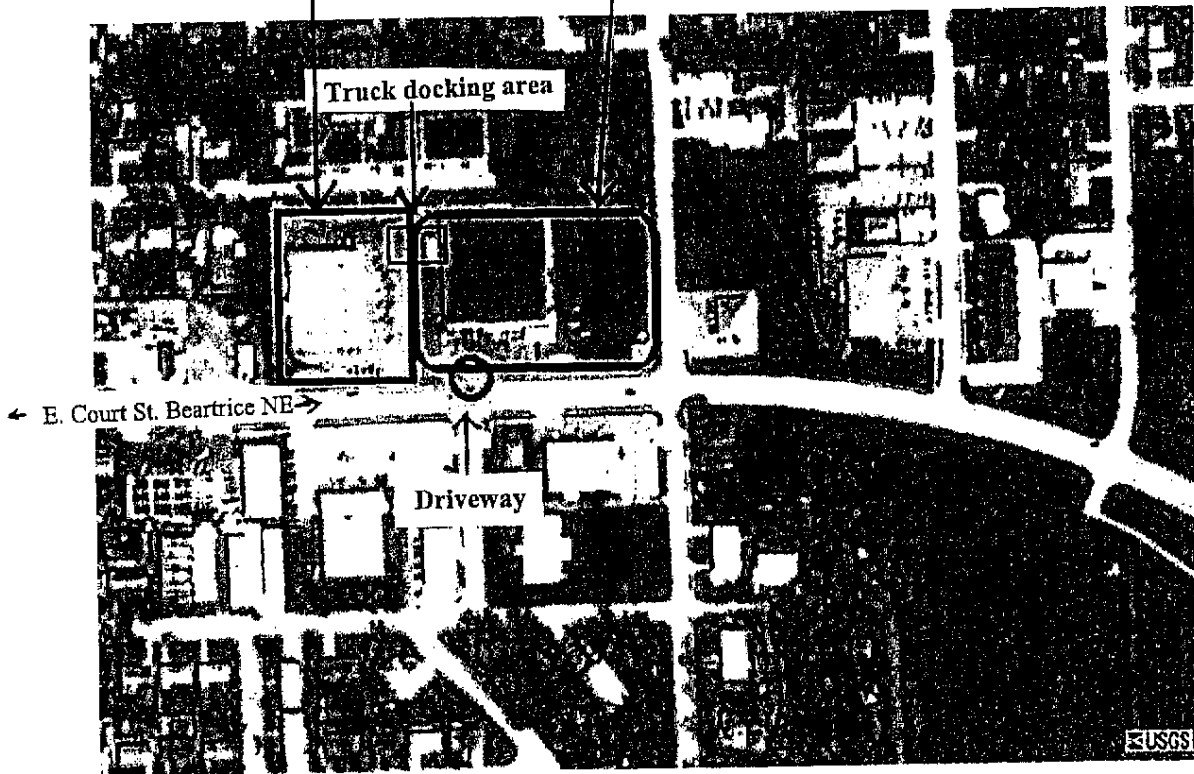
Linda K. Diaz  
Notary Public

2005- 4880

# Exhibit A

Tract B

Tract A



Initial: PRS Phil Stettinger

Initial NH Nick Huston

2005-4880