

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 1st day of February, 1999 at 2:30 o'clock P.M. and recorded as INSTRUMENT NO. 990484

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A-534

Ruth E. Lema Register of Deeds Deputy

NUM PAGES 3 DOC TAX PD FEES 21.00 PD CHG RET TOTAL 21.00 OK NUM CASH BY BLUE VALLEY TRACT INDEX RECD RETURN BLUE VALLEY COMM ACTION COMPUTER COMPARED PAGED

EMERGENCY ACCESS EASEMENT AGREEMENT

This Agreement Access Easement Agreement ("Agreement") is made this 8th day of June, 1998, by and between Phil Stettinger ("Grantor") and Blue Valley Community Action, Inc., a Nebraska nonprofit corporation having a mailing address of P.O. Box 273, Fairbury, NE 68352 ("Grantee").

RECITALS

A. Grantor is the owner of the real property located in Beatrice, Nebraska legally described as:

East Eighty-Four and Twenty-Five Hundredths (84.25) feet of the South Forty (40) feet of Lot Six (6), and the East Eighty-Four and Twenty-Five Hundredths (84.25) feet of Lots Eleven (11) and Fourteen (14), and the South Forty (40) feet of Lots Seven (7) and Eight (8), and all of Lots Nine (9), Ten (10), Fifteen (15), and Sixteen (16), Block Ten (10), Morton's Acres Second Addition to the City of Beatrice, Gage County, Nebraska (the "Grantor Property").

B. Grantee is the owner of real property located in Beatrice, Nebraska, legally described as:

A rectangular piece of land 220 feet north and south by 452.15 feet east and west in Block 10, of Morton's Acres 2nd Addition to the City of Beatrice, Gage County, Nebraska, including all lots 1 and 2, the northern 90 feet of Lots 7 and 8, and the easterly 117.65 feet of Lot Three (3) and the northeast corner of Lot Six (6), 117.65 feet east and west by 90 feet north and south, all in Block Ten (10), Morton Acres 2nd Addition to the City of Beatrice, Gage County, Nebraska, containing 2.3 acres, more or less.

C. Grantee is developing an elderly housing project on the Grantee Property and for life and safety code purposes Grantee is required to have a second access to the Grantee Property for emergency-vehicle use.

D. Grantor is willing to provide an easement to Grantee across the Grantor Property in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and emergency personnel called to the Grantee Property for those permitted uses described below a nonexclusive emergency access easement across the Grantor Property on the following described real estate:

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Morton's Acres Second Addition to the City of Beatrice,
Gage County, Nebraska (the "Grantee Property").

- C. Grantee has purchased the Grantee Property from Grantor for the purposes of developing an elderly housing project. As a part of such acquisition of the Grantee Property from Grantor, Grantor has agreed to convey a permanent access easement across the Grantor Property in accordance with the terms and conditions of this Agreement.
- D. Grantor is willing to provide an easement to Grantee across the Grantor Property in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its guests, invitees, agents, employees, successors and assigns an exclusive permanent access easement across the Grantor Property on the following described real estate:

The North Twenty-Four (24) feet of the South Fifty (50) feet of the Grantor Property ("Easement Area").

2. **Improvements.** Grantee shall have the right for ingress and egress across the Easement Area. To enable Grantee to fully utilize such Easement Area, Grantee shall be entitled to make such improvement to the Easement Area as is necessary to accommodate such use.

3. **Maintenance.**

a. During Construction. During the construction of the improvements on Grantee Property and the driveway in the Easement Area, Grantee shall maintain and repair the Easement Area.

b. Post Construction. Upon completion of the improvements constructed on Grantee Property, Grantor and Grantee shall jointly maintain the driveway improvements constructed in the Easement Area. Such maintenance cost and expense shall be shared equally by Grantor and Grantee and shall include but not be limited to repair and maintenance and snow-removal of the driveway in the Easement Area. Provided, however, in the event that the use of the Easement Area by Grantee unreasonably impairs or damages the driveway in the Easement Area or causes the driveway surface to deteriorate, Grantee shall be responsible for making repairs or replacement of such damage caused by Grantee's use.

4. **Abandonment of Easement.** If Grantee ceases to use or abandons the Easement Area for the stated purposes for a period exceeding three (3) years, this Agreement shall be of no further force and effect.

5. **Entire Agreement.** This Agreement is intended to touch and concern the land and shall run with and be binding upon successors and assigns of Grantor and Grantee. This Agreement shall not be released, terminated, revoked, amended, or modified in any manner without written consent of both parties. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void.

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"GRANTOR"

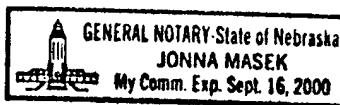
Phil Stettinger
Phil Stettinger

"GRANTEE"

BLUE VALLEY COMMUNITY ACTION, INC.,
a Nebraska nonprofit corporation

By: Richard D. Nation
Richard D. Nation, Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarcastot)

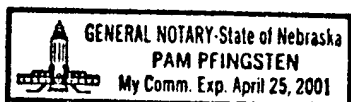


The foregoing Agreement was acknowledged before me this 8th day of June, 1998, by Phil Stettinger.

Jonna Masek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Jefferson)

The foregoing Agreement was acknowledged before me this 12 day of June, 1998, by Richard D. Nation, Executive Director of Blue Valley Community Action, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



Pam Pfingsten
Notary Public