

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-42187

2002 OCT 23 P 1:10

Shawn J. Downing
REGISTER OF DEEDS

Counter
Verify
D.E.
Proof
Fee \$ 117.00
Ck Cash Chg
14692

SECOND AMENDMENT TO ACCESS EASEMENT

This Second Amendment to Access Easement ("Agreement") is made and entered into this 23 day of OCTOBER, 2002, by and between Grandmother's, Inc., a Nebraska corporation, hereafter referred to as "Grandmother's" and Millard Suburban Fire Protection District No. 1, hereinafter referred to as "Millard Fire".

WITNESSETH:

WHEREAS, pursuant to that certain Access Easement dated November 24, 1992 ("Easement"), filed on December 1, 1992 in the real estate records of Sarpy County, Nebraska as Instrument Number 92-026601, Denrus, Inc. and Millard Fire created and established certain easement rights for ingress and egress between real property legally described as follows:

Lot 1 and Lot 2B, Stonybrook South, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; and

Lot 2A, Stonybrook South, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska (the "Millard Fire Land");

WHEREAS, Lot 2B of Stonybrook South was administratively subdivided and is now known as Lot 1 and Lot 2, Stony Brook South Replat II, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska, with Lot 2, Stonybrook South Replat II being now owned by Freeman Co., Inc. Trustee, a Nebraska corporation;

WHEREAS, pursuant to that certain Amendment To Access Easement dated February 17, 1998 (the "First Amendment") and filed in the Sarpy County real estate records as Instrument Number 98-015165, the Easement was amended to define certain maintenance obligations with respect to the Easement;

WHEREAS, Grandmother's is now the owner of Lot 1, Stonybrook South, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska (the "Grandmother's Land");

WHEREAS, Grandmother's desires to construct certain improvements on the Grandmother's Land; and

WHEREAS, Grandmother's and Millard Fire desire to further amend the Easement to allow Grandmother's to place utilities in the portion of the Easement Area (as defined in the First Amendment) between the Grandmother's Land and the Millard Fire Land (the "Grandmother's

R+R Mark A Sweet
15204 Lloyd Circle 42187
Omaha, Ne. 68144

Easement Area”) and grant utility easements to utility providers to place utilities in the Grandmother’s Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Grandmother’s and Millard Fire agree as follows:

1. Millard Fire and Grandmother’s agree to amend the Easement to allow Grandmother’s and Grandmother’s contractors, agents, employees, representatives and utility providers to place, install and construct utility lines and systems, including, but not limited to, storm sewer and sanitary sewer lines and systems, in, on or under the Grandmother’s Easement Area and to access such Grandmother’s Easement Area along with their respective machinery and equipment for the purpose of constructing, installing, maintaining, inspecting and repairing such utility lines and systems. Millard Fire further agrees that Grandmother’s may grant utility providers an easement to access, place, install, construct, maintain, inspect and repair utilities in the Grandmother’s Easement Area without further notice to, action of or consent from Millard Fire. Grandmother’s shall repair or cause the repair of any damage to the Grandmother’s Easement Area caused by or resulting from the installation of utilities therein and shall restore the Grandmother’s Easement Area to the condition it was in immediately prior to the installation of utilities in the Grandmother’s Easement Area.

2. Except as modified herein, the Easement, as previously amended by the First Amendment, shall remain in full force and effect.

3. This Agreement and the easements granted herein shall run with the land and inure to the benefit or burden of the parties’ respective successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MILLARD SUBURBAN FIRE PROTECTION DISTRICT NO. 1

By: *Douglas E. Hill*
Title: *President*

GRANDMOTHER’S, INC., a Nebraska corporation

By: *Greg Garrison*
Title: *CEO*

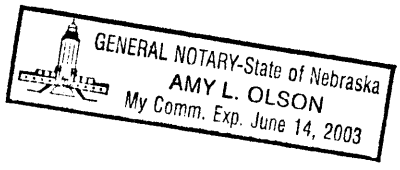
STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The above and foregoing Agreement was acknowledged before me this 23 day of OCT., 2002 by DOUGLAS E. HALE 601160366, the _____ of Millard Suburban Fire Protection District No. 1.

AMY L. OLSON

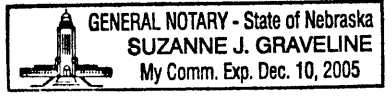
Notary Public

My Commission Expires:
6-14-03



STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The above and foregoing Agreement was acknowledged before me this 22nd day of October, 2002 by Dean Rasmussen, the President of Grandmother's, Inc., a Nebraska corporation, on behalf of such corporation.



Suzanne J. Graveline
Notary Public

My Commission Expires:
Dec 10, 2005