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STATE OF NEBRASKA COUNTY OF WASHINGTON SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF April A.D. 1999
AT 2:35 O'CLOCK P.M. AND RECORDED IN BOOK
300 AT PAGE 466-468
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Macdonald

RECORDED _____
GENERAL _____
NUMERICAL _____
INDEXED _____
FILED _____

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

[The Space Above is for Recording Data]

PERMANENT ACCESS EASEMENT

THIS EASEMENT AGREEMENT is made effective on this 31st day of July, 1998, by and between Roger Stueckrath and Dona Rene Stueckrath, Husband and Wife, hereinafter referred to as "Grantors," and Son-Rise Community Church, a Nebraska nonprofit corporation, hereinafter referred to as "Grantee."

WHEREAS, Grantee is the owner of the following legally described real property, to-wit:

Tax Lot 91, in Section 23, Township 18 North, Range 11 East of the 6th P.M., City of Blair, Washington County, Nebraska (hereinafter referred to as "Tract A");

WHEREAS, Grantors are the owners of the following described real property, to-wit:

Tax Lot 25 lying in the Northwest Quarter of the Northeast Quarter of Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska, and a tract of land lying in the Northeast Quarter of the Northwest Quarter of Section 23, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23 and assuming the South line of said Quarter Quarter to bear South 89° 49' 33" West; thence South 89° 49' 33" West, a distance of 494.32 feet; thence North 01° 08' 16" West, a distance of 406.93 feet; thence North 44° 14' 15" West, a distance of 244.67 feet; thence North 30° 45' 12" West, a distance of 116.0 feet; thence North 89° 49' 33" East, a distance of 285.02 feet to the Northwest Corner of Tax Lot 84; thence South 0° 55' 06" East, a distance of 632.61 feet to the Southwest corner of Tax Lot 84; thence North 89° 49' 33" East, a distance of 437.22 feet to the Southeast Corner of Tax Lot 84; thence South 0° 01' 56" East, a distance of 50.0 feet to the point of beginning (hereinafter referred to as "Tract B").

WHEREAS, Grantors desire to grant and Grantee desires to obtain, for the benefit of Grantee and the future owners and mortgagees of Tract A and their respective employees, tenants, guests and invitees, and employees and invitees of such tenants, an easement for ingress and egress, but not parking, over and upon the road and driveway now located upon Tract B for the sole purpose of providing access from Highway 30 to Tract A.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the Grantors do hereby GRANT, SELL and CONVEY unto Grantee and the future owners and mortgagees of the Tract A and their respective employees, tenants, guests and invitees, and the employees and invitees of such tenants, an easement for the perpetual non-exclusive right for vehicular and pedestrian ingress and egress over and upon the road and driveway now located upon Tract B, solely for the purpose of providing access to Tract A from Highway 30; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner of Tract A, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

TO HAVE AND TO HOLD for the non-exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. The foreclosure of any mortgage covering all or a portion of Tracts A and B shall in no way affect or diminish any easement granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein.

2. The obligations, benefits and burdens imposed by this document are those of the then owners and mortgagees of Tracts A and B, or any part thereof, and shall run with the land and shall be binding upon said owners and mortgagees and their respective heirs, executors, administrators, successors and assigns.

3. No owner of Tract B shall be responsible to any owner of Tract A for any injury to person or damage to property on or about the easement granted herein, unless caused by the gross negligence or willful misconduct of such owner of Tract B, their agents, servants or employees. The owner of Tract A, on behalf of itself and its successors and assigns, WAIVES and RELEASES any and all claims, causes of action, loss, expense, and damages (including attorneys' fees) against the owner of Tract B or their respective heirs, executors, administrators, successors and assigns, arising out of such damage to property or injury to persons other than those caused by the gross negligence or willful misconduct of the owner of Tract B, their heirs, executors, administrators, agents, servants, employees, successors and assigns.

4. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the grantees referred to herein above. The parties hereto further expressly disclaim the creation of any rights in or for the benefit of the public.

5. The easement herein created is not exclusive, and the right is hereby reserved to the owner of Tract B to grant such other easements, rights or privileges over and across Tracts B to such persons and for such purposes as such party in its discretion may select, so long as such purposes do not unreasonably interfere with the easement granted herein.

6. The owner of Tract A shall be solely responsible for the maintenance of the easement. In the event any owner of Tract A, or a portion thereof, shall fail to keep the roadway, easement and driveway as are required hereby in such good condition then any owner of Tract B, or any portion thereof, shall have the right (but not the obligation) to do so and to charge the owner of Tract A for any and all actual reasonable costs and expenditures incurred in performing such maintenance and repair.

7. The owner of any portion of Tract B may at any time or from time to time modify the location of any points of access or exit as well as the location of any driveways, provided only that except for temporary periods, the points of access, exit and driveways between and among all the Property shall remain available.

8. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 31st day of July, 1998.

OWNER OF TRACT A:

SON-RISE COMMUNITY CHURCH, a
Nebraska nonprofit corporation,

By: [Signature]
Name: Mitchell Subock
Its: _____

OWNER OF TRACT B:

ROGER STUECKRATH

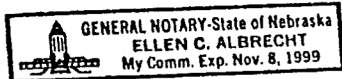
[Signature]
DONA RENE STUECKRATH

[Signature]

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Mitchell Schoch of Son-Rise Community Church, a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his or her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 31st day of July, 1998.



Ellen C Albrecht
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Roger Stueckrath and Done Rene Stueckrath, Husband and Wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notary Seal on this 31st day of July, 1998.



Ellen C Albrecht
Notary Public