

FILED
OTOE COUNTY, NE
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2004 JAN 22 PM 3 28

Janet Reed

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VERIFIED
NUMERICAL
SCANNED

ACCESS EASEMENT OF DEEDS

THIS ACCESS EASEMENT is made as of the 15 day of January, 2004, by and between, Donald Hood and Esther Hood, as Grantors, and Otoe County Development, LLC, as Grantee.

WHEREAS, Grantor owns certain real property legally described as follows:

A tract of land located in part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 9 North, Range 9 East of the 6th P.M., Otoe County, Nebraska, being more particularly described as follows:

Considering the East line of the Southeast Quarter of the Southeast Quarter of said Section 30 as bearing South 00 degrees 00 minutes 00 seconds East and with all bearings contained herein relative thereto; Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 30, said point being the true point of beginning; thence Southerly along the said East line of the Southeast Quarter of the Southeast Quarter South 00 degrees 00 minutes 00 seconds East 302.38 feet to a point; thence leaving said East line and continuing Southwesterly along the West right-of-way line of State of Nebraska Highway #2 South 37 degrees 15 minutes 57 seconds West 82.34 feet to a point; thence continuing Southerly along said right-of-way line South 03 degrees 09 minutes 02 seconds West 150.32 feet to a point; thence leaving said right-of-way line and continuing Westerly parallel to the North line of the Southeast Quarter of the Southeast Quarter South 59 degrees 00 minutes 37 West 434.87 feet to a point; thence Northerly parallel to said East line of the Southeast Quarter of the Southeast Quarter North 00 degrees 00 minutes 00 seconds East 517.00 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter; thence Easterly along said North line North 89 degrees 00 minutes 37 seconds East 493.00 feet to the true point of beginning ("Grantor Premises"); and

WHEREAS, Grantee owns real property legally described as follows:

South Half of the Southeast Quarter of Section 30, Township 9 North, Range 9 East of the 6th P.M., Otoe County, Nebraska, except the following:

A tract of land located in part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 9 North, Range 9 East of the 6th P.M., Otoe County, Nebraska, being more particularly described as follows:

Considering the East line of the Southeast Quarter of the Southeast Quarter of said Section 30 as bearing South 00 degrees 00 minutes 00 seconds East and with all bearings contained herein relative thereto; Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 30, said point being the true point of beginning; thence Southerly along the said East line of the Southeast Quarter of the Southeast Quarter South 00 degrees 00 minutes 00 seconds East 302.38 feet to a point; thence leaving said East line and continuing Southwesterly along the West right-of-way line of State of Nebraska Highway #2 South 37 degrees 15 minutes 57 seconds West 82.34 feet to a point; thence continuing Southerly along said right-of-way line South 03 degrees 09 minutes 02 seconds West 150.32 feet to a point; thence leaving said right-of-way line and continuing Westerly parallel to the North line of the Southeast Quarter of the Southeast Quarter South 59 degrees 00 minutes 37 West 434.87 feet to a point; thence Northerly parallel to said East line of the Southeast Quarter of the Southeast Quarter North 00 degrees 00 minutes 00 seconds East 517.00 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter; thence Easterly along said North line North 89 degrees 00 minutes 37 seconds East 493.00 feet to the true point of beginning ("Grantee Premises"); and

WHEREAS, Grantor and Grantee desire to create an easement for Grantee to obtain access to the Grantee Premises in accordance with the terms hereof.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct.
2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement to occupy and use, subject to all the terms and conditions of this Agreement, a right of way and an easement for access over property as described as follows:

The North Sixty-six feet of the Grantor Premises ("Easement Premises").

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3. Maintenance and Repairs. Responsibility for the cost, maintenance and repair of the access easement shall be borne by Grantee for the Easement Premises. Grantee shall maintain the access easement in good condition as mutually agreed by the parties.

4. Appurtenant Easement. The easement granted hereby shall be appurtenant to and run with the Grantor Premises and Grantee Premises above described real property.

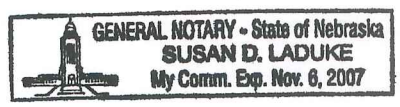
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed and effective on the date first written above.

Grantor: Donald Hood
Donald Hood
Esther C. Hood
Esther Hood

Grantee: Otoe County Development, LLC
By: Fred Matulka
Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

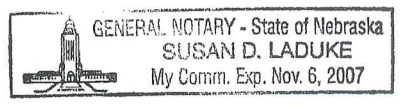
The foregoing instrument was acknowledged before me on the 15 day of Jan, 2004 by Donald Hood and Esther Hood, husband and wife.



Susan D. Laduke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the 15 day of Jan, 2004 by Fred Matulka, the Manager of Otoe County Development, LLC, a Nebraska limited liability company, on behalf of said limited liability company.



Susan D. Laduke
Notary Public