

No 7 #

ACCESS EASEMENT

For One Dollar and other valuable consideration Stephen S. Oborny and Marilyn L. H. Oborny, husband and wife, Grantor, do hereby create, establish and grant to Larry D. LaMaster and Gayle L. LaMaster, husband and wife, Grantee, for their mutual benefit and the benefit of their successors, assigns, visitors, and invitees, a permanent easement in, over and through a portion of Lots 3 and 5 LaMaster Subdivision, Lancaster County, Nebraska more particularly described as:

A thirty foot wide access corridor 15 feet on either side of a line beginning at a point 15 feet North of the Southeast corner of Lot 3 LaMaster Subdivision; thence West parallel with the South lot line of Lot 3 to the point of intersection of said line with the East lot line of Lot 5 LaMaster Subdivision; thence West across Lot 5 LaMaster Subdivision 15 feet on either side of a line 85 feet South of the North lot line of Lot 5 LaMaster Subdivision to the intersection of said line and SW 40th Street, said point being the Point of Termination.

said described property hereinafter called "the easement premises", permitting the full and free use of the easement premises for the purpose of ingress and egress for farming purposes only from SW 40th Street, a public street to and from real property described as:

Lot 51 of Irregular Tracts located in the Northwest Quarter of Section 32, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska

for the benefit of property owned by the Grantee and Lynn Melson and described as:

Lots 47 and 52 of Irregular Tracts located in the Northwest Quarter of Section 32, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska

This easement shall be subject to the following terms and conditions:

(1) This easement shall be permanent and shall be appurtenant to and run with the Grantee's above described real property (Irregular Tract Lots 47 and 52) for so long as Grantee or Lynn Melson remain the owner of said property. However, in the event Grantee or Grantee's heirs and Lynn Melson, sell or transfer all their respective interest in all of the benefited property described above, the access easement may be terminated at the option of Grantor by giving to the new owner of the benefited property thirty days written notice of said termination.

(2) Subject to the prior written consent of the Grantee, which shall not be unreasonably withheld, the Grantor shall have the right to place along, across, on and over the easement premises any improvements as they may desire; provided, however, that such improvements do not materially interfere with the rights of access granted pursuant to the terms and conditions of this agreement. The Grantor shall further have the right to the full use and enjoyment of the easement premises except for such use as may unreasonably interfere with the exercise of the easement rights granted herein.

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(3) The sole rights granted herein are the rights to use the easement premises for the purpose of gaining access from SW 40th Street for farming purposes in a reasonable manner, and the Grantee shall be liable to the Grantor for any damage due to the use of the easement premises by them or their employees, invitees, agents, successors, or assigns.

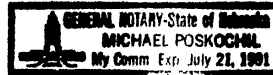
(4) Grantor covenants that Grantor is the owner of the easement premises and has legal right, title and capacity to grant the ingress and egress easement granted herein subject to the terms and conditions of the Declarations.

IN WITNESS WHEREOF this easement has been executed on this 27th day of September 1988.

X Stephen S. Oborny
Stephen S. Oborny

X Marilyn L.H. Oborny
Marilyn L.H. Oborny

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



Before me a Notary Public, qualified for said county, personally came Stephen S. Oborny and Marilyn L. H. Oborny, 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 notarial seal on this 27th day of September, 1988.

Michael Poskocmil
Notary Public

BLOCK

CODE

CHECKED

ENTERED

NOTED

Handwritten initials and marks in the stamp area.

REGISTRY OF DEEDS
Dan Jalis
1988 SEP 28 PM 4:00

\$1100

INST. NO. 88- 29928

SFSAVI

Handwritten notes: 504-365, RL, STS