

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this 24th day of November, 1992, by and between DENRUS, INC., a Nebraska corporation (herein "Denrus") , and MILLARD SUBURBAN FIRE PROTECTION DISTRICT NO. 1 (herein "Millard Fire").

PRELIMINARY STATEMENT

Denrus is the owner of the property described on Exhibit "A" to this Easement as Lot 1 and Lot 2B, Stonybrook South, Sarpy County, Nebraska ("Denrus Property"). Millard Fire is the contract purchaser of Lot 2A, Stonybrook South, Sarpy County, Nebraska ("Millard Fire Property"). The Denrus Property is adjacent to the west and to the south of the Millard Fire Property.

The parties are desirous of providing access over future paved roadways for ingress and egress in the event Denrus should elect to pave and construct such roadways. Millard Fire is willing to grant such an easement and has contracted to purchase the Millard Fire Property subject to this Access Easement.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The parties do hereby agree to the creation of and do hereby grant to each other and to their respective successors and assigns, a perpetual exclusive easement for ingress and egress from said Lot 1 and Lot 2A, Stonybrook South, to Harrison Street over the North/South 30 foot easement area between Lot 1 and Lot 2A, Stonybrook South, and a non-exclusive easement for ingress and egress over the 30 foot East/West easement area lying between Lot 2A and Lot 2B, Stonybrook South, to 142nd Street for the use of themselves and their respective invitees, licensees, tenants, employees and assigns. The easement area shall be fifteen (15) feet in width on each side of the joint property lines on the south and west boundary lines of the Millard Fire Property (the "Easement Area"). Such Easement Area is pictorially shown on Exhibit "A."

2. There currently exists no driveways in the Easement Area. In the event Denrus should decide to construct driveways in the Easement Area, Denrus agrees to construct, maintain, repair and replace the driveways in good order and repair at its or its successor's expense. Except as may be necessary for repairs, replacement and improvements, each party agrees not to obstruct or to permit any obstruction of the driveways which would interfere with the normal and regular flow of traffic. The maintenance, repair and replacement shall include, but is not limited to, the maintenance, repair and replacement of the surface and subsurface of the driveways. It is clearly understood that Millard Fire shall

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not be responsible for the repair, replacement and maintenance of any damages to the driveways.

3. The provisions of this Easement shall run with the land, and shall be binding upon and inure to the benefit of the successors and assigns to the Denrus Property or the Millard Fire Property.

IN WITNESS WHEREOF, Denrus and Millard Fire have executed this Easement on the date and year first above written.

DENRUS, INC., a Nebraska corporation,

By: [Signature]
Title: PRES.

MILLARD SUBURBAN FIRE PROTECTION DISTRICT NO. 1

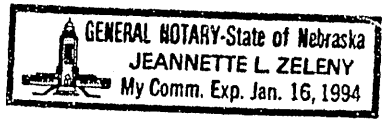
By: [Signature]
Title: Chairman of Board

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of November, 1992, by R. JOE DENNIS of DENRUS, INC., a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public

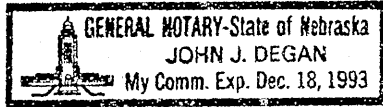
My Commission Expires:
Jan. 16, 1994



92-26601B

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th
day of November, 1992 by HOWELL D. COSKOW,
of MILLARD SUBURBAN FIRE PROTECTION DISTRICT
NO. 1.



John J. DeGan
Notary Public

My Commission Expires:
12/18/93

Proof 2
D.E. 4
Verify nr
Filmed _____
Checked _____
Fee \$ 21.00

FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-026601

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Carol A. Davis
REGISTER OF DEEDS

