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CLERK OF DISTRICT COURT
REGISTRY OF DEEDS
DOUGLAS COUNTY, NE



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EASEMENT

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PARTIES:

AGREEMENT made and entered into this 14th day of March, 1995, between RANDALL A. McCRIGHT, a single person, of Omaha, Nebraska (hereinafter the "Grantor"), and JOSEPH D. CANIGLIA, SR., AND KATHLEEN CANIGLIA, husband and wife, of Omaha, Nebraska (hereinafter collectively referred to as the "Grantee").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. Grantor is the owner of the real estate legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference.
2. Grantee is the owner of the real estate legally described in Exhibit "B", which is attached hereto and incorporated herein by this reference.
3. Grantor desires to grant to Grantee a perpetual exclusive easement for unrestricted ingress and egress across, over and through the real estate legally described in Exhibit "C", which is attached hereto and incorporated herein by this reference.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, their successors and assigns, the easement described herein.

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SECTION 1. GRANT OF EASEMENT FOR DRIVEWAY PURPOSES BY GRANTOR.

1.1 Grantor hereby grants and conveys unto Grantee a perpetual exclusive unrestricted easement for ingress and egress over, upon, across and through the real estate described in Exhibit "C" attached hereto for Grantee, their agents, employees, invitees and licensees, successors and assigns, which shall run with Grantor's real property described in Exhibit "A" and the title to such property, and shall be binding on Grantor, his successors and assigns and inure to the benefit of Grantee, their successors and assigns and any person or other entity that at any time hereafter shall become the owner of the real estate described in Exhibit "B".

SECTION 2. CONSTRUCTION, MAINTENANCE AND REPAIR TO EASEMENTS.

The cost and expenses of constructing, maintaining and repairing the easement area shall remain the responsibility of the Grantee, their successors and assigns.

SECTION 3. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance to the laws of the State of Nebraska.

SECTION 4. MISCELLANEOUS.

4.1 Amendments and Supplements. This Agreement may be amended or supplemented only in writing by additional agreements as may be determined by the parties to be necessary, desirable or expedient to further the purposes of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the terms or conditions hereof, or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transactions contemplated hereby.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect

to the subject matter of this Agreement.

4.3 Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties and their heirs, respective personal representatives, executors, conservators, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

Grantor:

Executed on March 14, 1995,
at Omaha, Nebraska.

Randall A. McCright
Randall A. McCright, a
single person.

Grantee:

Executed on March 14, 1995,
at Omaha, Nebraska.

Joseph D. Caniglia Sr.
Joseph D. Caniglia, Sr.,
a single person.

Executed on March 14, 1995,
at Omaha, Nebraska.

Kathleen Caniglia
Kathleen Caniglia, a
single person.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by
RANDALL A. MCCRIGHT, a single person, Grantor, on this 14 day of
March, 1995.

Kathy Ward
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by
JOSEPH D. CANIGLIA, SR., a married person, Grantee, on this 14
day of March, 1995. *Joseph D. Caniglia Sr.*

Kathy Ward

Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by
KATHLEEN CANIGLIA, a married person, Grantee, on this 14~~th~~ day of
March, 1995.

Kathy Ward

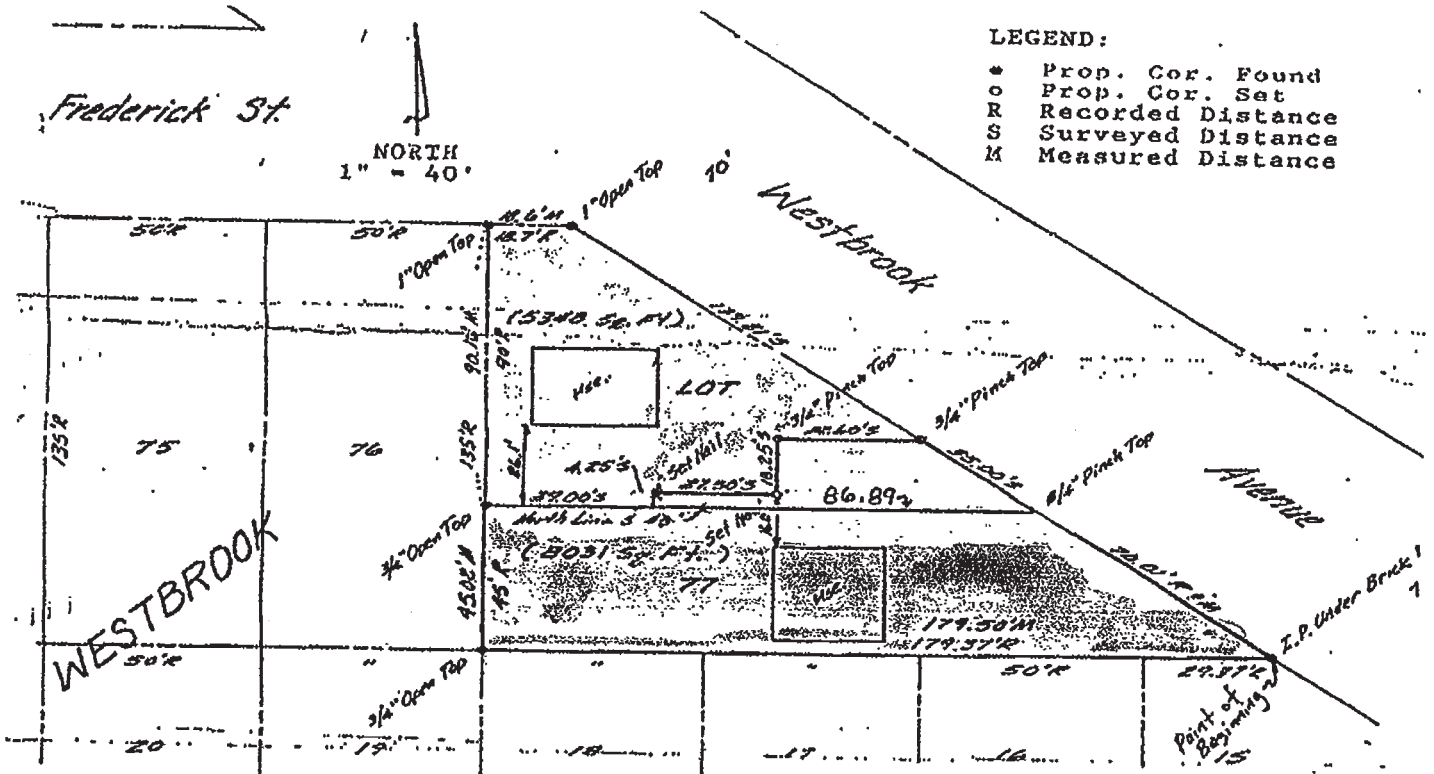
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

Lot 77, Westbrook Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except the south 45 feet of said Lot 77, as shown on the shaded area below.



LOUIS SURVEYING
11926 Arbor Suite 102

Louis Wharton
Signature of Land Surveyor

DATE RECEIVED: _____

Date: Jan. 21, 1992. REG. NEBRASKA L.S. 421

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO. _____

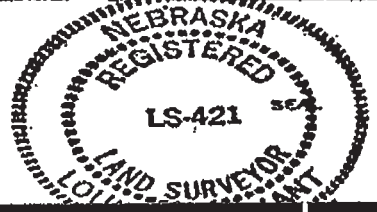
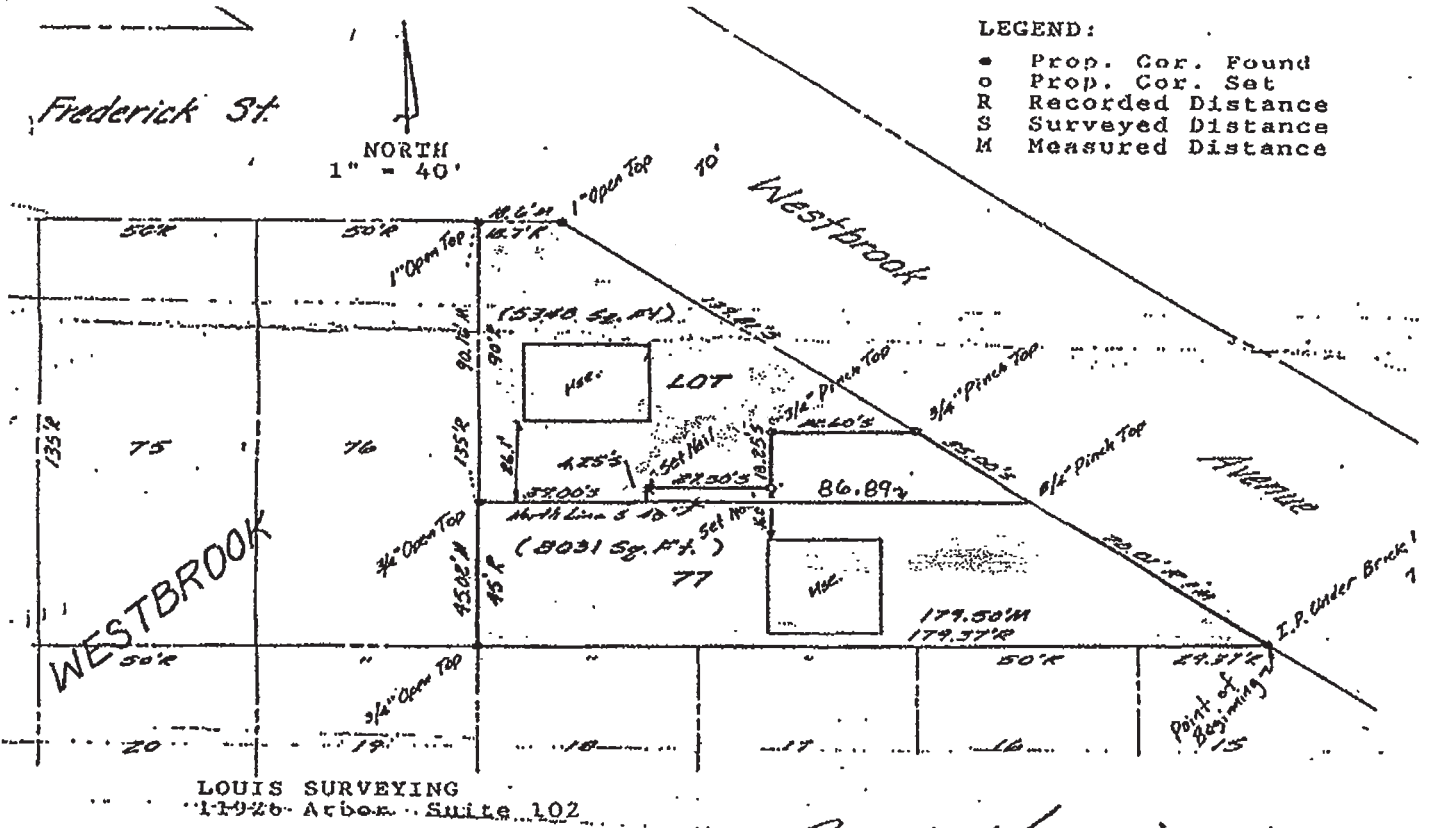


EXHIBIT "B"

The south 45 feet of Lot 77, Westbrook Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, as shown on the shaded area below.



LOUIS SURVEYING
11926 Arbor Suite 102

Louis M. ...
Signature of Land Surveyor

DATE RECEIVED: _____

Date: Jan. 21, 1992 Reg. No. 421

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO. _____

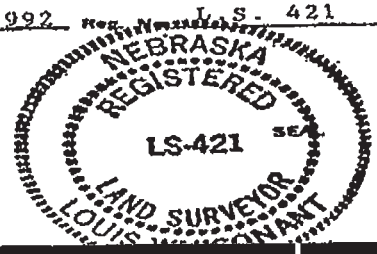
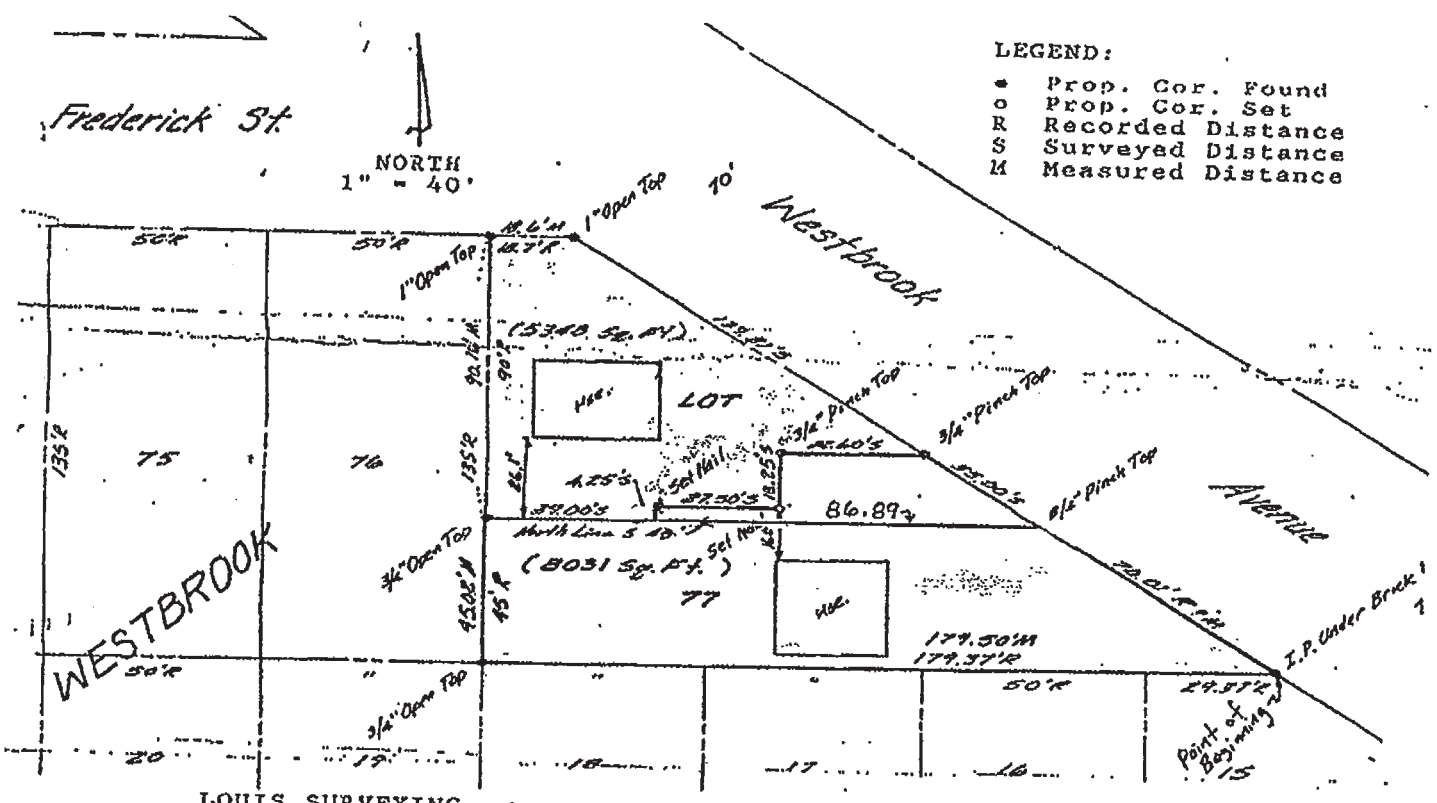


EXHIBIT "C"

Part of Lot 77, Westbrook, an addition to the City of Omaha, Douglas County, Nebraska, described as follows and shown on the shaded area below:

Beginning at the southeasterly corner of said Lot 77; thence westerly along the southerly line of said Lot 77, 179.37 feet to the southwest corner of said Lot 77; thence northerly along its westerly line 45 feet to a point on the northerly line of the south 45' feet of said Lot 77; thence easterly along said northerly line, 39.00 feet to the POINT OF BEGINNING; thence northerly, parallel with said westerly line, 4.25 feet; thence easterly, parallel with said southerly line, 27.50 feet; thence northerly parallel with said westerly line, 18.25 feet; thence easterly, parallel with said southerly line, 32.60 feet to a point on the easterly line of said Lot 77; thence southeasterly along said easterly line, 35.00 feet, to a point on the northerly line of the south 45' feet of said Lot 77; thence westerly along said northerly line, 86.89 feet, to the POINT OF BEGINNING.



- LEGEND:
- Prop. Cor. Found
 - o Prop. Cor. Set
 - R Recorded Distance
 - S Surveyed Distance
 - M Measured Distance

LOUIS SURVEYING
11926 Arbor Suite 102

Louis Whelan
Signature of Land Surveyor

DATE RECEIVED: _____

Date: Jan. 21, 1992 Reg. No. LS-421

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO. _____

