

15-37

EASEMENT
AGREEMENT

BOOK 560 PAGE 223

a.D.

THIS AGREEMENT, made and entered into this _____ day of _____ 1969, by and between ABRAHAM DAVIDSON and MIRIAM L. DAVIDSON d/b/a DAVCO Realty Company, a partnership of the County of Hennepin, State of Minnesota, hereafter called "Davco" and PICNIC FOODS, INC., a Nebraska Corporation of the County of Douglas, State of Nebraska.

Recitals

Davco is the owner of the following described real estate:

All of Lot Ten (10), Block One (1), and the West 51.04 feet of Lot Nine (9), Block One (1), lying South of Highway 30A, Beverly Hills Addition, Douglas County, Nebraska,

hereafter called "Davco property."

Picnic Foods, Inc., is the owner of the following described real estate:

Lot Eleven (11), Block One (1), Beverly Hills, an addition in Omaha, Douglas County, Nebraska, hereafter called "Picnic Foods property."

The parties have heretofore agreed to grant easements on and across their respective properties on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual promises of the parties hereto it is understood and agreed as follows:

1. Davco does hereby grant, assign and set over to Picnic Foods, Inc., a non-exclusive right, privilege and easement for the purpose of ingress to and from Picnic Foods property to West Dodge Road over the following described portion of Davco property:

Beginning at a point 65 feet South of the Northwest corner of the Davco property; thence 65 feet North to the Northwest corner of the property; thence East 26.7 feet along the North property line bordering the West Dodge Road right-of-way; thence on a Southwesterly direction to the point of the beginning.

As shown on the plat, Exhibit "A," attached hereto and made a part hereof.

2. Picnic Foods, Inc., does hereby grant, assign and set over to Davco a non-exclusive right, privilege and easement for the purpose of ingress to and egress from Davco property to Dodge Street (sometimes called Old Dodge Road) over the following described portion of Picnic Foods property:

Beginning at the Northeast corner of the Picnic Foods property; thence West on the North property line 24 feet, thence South 297.38 feet parallel to the East property line to the South property line; thence East 24 feet to the Southeast corner of the Picnic Foods property; thence North 297.37 feet along the East property line to the point of the beginning.

As shown on the plat, Exhibit "A," attached hereto and made a part hereof.

3. The easements herein provided are non-exclusive and their use and enjoyment shall be joint with the parties to this agreement, their assignees, lessees, invitees, licensees, servants, agents, employees and visitors.

4. Each party agrees that they will maintain and keep in repair the paved surfaces of the easement on their respective properties. Davco will be obligated with respect to the area covered by the easement on Davidson property and Picnic Foods, Inc., will be obligated with respect to the area covered by the easement on Picnic Foods property to maintain and keep same in repair, including but not limited to the paved surface thereof.

5. It is understood and agreed that with respect to both easement areas, Picnic Foods, Inc., will, with reasonable promptness, cause the removal of ice and snow therefrom.

6. The easements, covenants and agreements granted herein are to be held by the respective grantees, their successors and assigns as appurtenant to the land owned by the said respective grantees. All easements, covenants and agreements herein shall be considered and construed as covenants running with all of the lands of both parties hereto and shall inure and extend to and be binding upon the successors, assigns, lessees, licensees, servants, agents, employees and visitors of the parties hereto, the same as if they were in every case named and expressed and shall continue in force perpetually until abrogated or annulled by mutual agreement of the parties hereto or their successors and assigns.

EXECUTED THIS 7th day of January 1969⁷⁰.

DAVCO REALTY COMPANY
a Partnership

By Alvin L. Davidson
A Partner

By William L. Davidson
A Partner

PICNIC FOODS, INC.

Donald W. [Signature]
Chairman of the Board

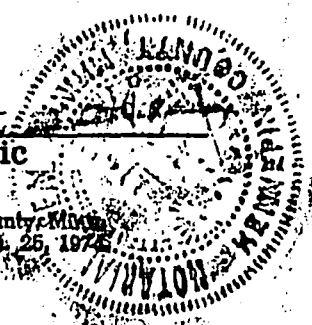
STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS

On this 7th day of January, 1969⁷⁰, before me, a Notary Public, duly commissioned and qualified for in said County, personally appeared ABRAHAM DAVIDSON and MIRIAM DAVIDSON, partners of DAVCO REALTY, a partnership to me known to be the identical persons and partners whose names are affixed to the foregoing Easement Agreement, and acknowledged the execution thereof to be their voluntary act and deed as a partner and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal this 7th day of January, 1969⁷⁰.

Joan Wilber
Notary Public

JOAN WILBER
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 25, 1975



My Commission expires _____.

STATE OF Nebraska)
)
COUNTY OF Douglas) SS

On this 10 day of October, 1969, before me, a Notary Public, duly commissioned and qualified for in said County, personally appeared DON W. BURDEN, Chairman of the Board of PICNIC FOODS, INC., a Nebraska Corporation known to me to be the Chairman of the Board and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal this 10th day of October, 1969.

Richard L. Dunning
Notary Public



My Commission expires Aug 5 1970.

DODGE STREET

LOT 11

DAVCO REALTY COMPANY

XXXXXXXXXX EASEMENT

240'

65.0'

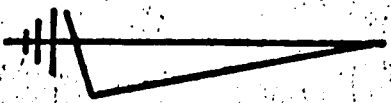
PICNIC FOOD EASEMENT

140.0'

26.7'

LOT 10

WEST DODGE ROAD



AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of Jan. 1969⁷⁰, by and between ABRAHAM DAVIDSON and MIRIAM L. DAVIDSON d/b/a DAVCO Realty Company, a partnership of the County of Hennepin, State of Minnesota, hereafter called "Davco" and PICNIC FOODS, INC., a Nebraska Corporation of the County of Douglas, State of Nebraska.

RECITALS

The parties hereto are executing simultaneously with this agreement an easement agreement providing for easements across their respective properties. Said agreement is by this reference included herein as if fully set forth. As a part of the consideration for the easement agreement, Picnic Foods, Inc., has agreed to perform initial paving construction with respect to the areas covered by the easements and additional portions on Davco property as more particularly set forth hereafter.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. Picnic Foods, Inc., agrees to pave with asphaltic concrete the area of both easements plus the additional area on the west entrance to the Davco property from West Dodge Road not at this time containing any concrete paving.
2. Picnic Foods, Inc., agrees to cover the concrete paving lying to the north of the Davidson Furniture Company building on Davco property with asphaltic concrete paving.
3. Picnic Foods, Inc., agrees to pave with asphaltic concrete the area lying south of the present Davidson Furniture Company building and to the south of the proposed addition to be added to the west of said building.
4. Picnic Foods, Inc., agrees to pave with asphaltic concrete the parking area lying to the west of the proposed addition to the Davidson Furniture Company building.
5. All of the said paving (including foundation work and site preparation) shall be done in conformity with the specifications of the City of Omaha with respect to such pavement.
6. Repair and maintenance after the initial construction is completed will be as provided in the easement agreement to be performed by each party on their respective property.

DAVCO REALTY COMPANY
a Partnership

By Abraham Davidson
a Partner

By _____
a Partner

PICNIC FOODS, INC.

Don W. [Signature]
Chairman of Board

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,
14 DAY OF June 1971 AT 4:09 p.m. C. HAROLD OSTLER, REGISTER OF DEEDS. 1575