

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 19<sup>th</sup> day of September, 1983, between COLOR TILE SUPERMART, INC., a Colorado corporation (the "Grantor"), and OMEGA FOODS, INC., a Nebraska corporation (the "Grantee").

The following recitals of fact are a material part of this instrument:

A. Grantor is the owner of a tract of land located in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

A part of Lots Eight (8) and Nine (9), Block Twelve (12), Happy Hollow View, a Subdivision, as surveyed, platted and recorded, more particularly described as follows:

Beginning at the point of intersection of the North right-of-way line of West Center Road and the East line of said Lot Nine (9), Block Twelve (12), Happy Hollow View; thence South  $89^{\circ}50'10''$  West (assumed bearing), along said North right-of-way line of West Center Road, a distance of 125.02 feet; thence North  $00^{\circ}44'06''$  East, a distance of 216.99 feet; thence South  $89^{\circ}15'31''$  East, a distance of 125.00 feet to a point on the East right-of-way line of Lot Nine (9), Block Twelve (12), Happy Hollow View; thence South  $00^{\circ}44'06''$  West, along said East line of Lot Nine (9), Block Twelve (12), Happy Hollow View, a distance of 215.01 feet to the point of beginning (the "Grantor's Parcel").

B. Grantee is acquiring a tract of land immediately contiguous to the east, described as follows:

The West One Hundred Ten (110) feet of Lot Three (3), and all of Lot Ten (10), Block Twelve (12), Happy Hollow View, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska (Grantee's Parcel").

C. Grantor wishes to grant, and the Grantee wishes to receive, an easement over, under and across that part of Grantor's parcel described as follows and hereinafter referred to as the "Easement Premises":

A parcel of land ten (10) feet in width, lying five (5) feet on either side of the following described line:

Beginning at a point that is 170.00 feet South of the Northeast corner of and on the East line of Lot Nine (9), Block Twelve (12), Hollow Hollow View; thence North  $45^{\circ}$  West (assuming the East line of said Lot 9 to be North-South in direction) for 49.50 feet, to a point that is 135.00 feet South of and 35.00 feet West of the Northeast corner of said Lot Nine (9),

as more particularly shown on Exhibit "A" attached hereto and by this reference incorporated herein.

D. Under date of June 16, 1978, Grantor's predecessor in title granted and conveyed to the City of Omaha, Nebraska, a municipal corporation, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer and appurtenances thereto in, through and under and parcel of land therein described, which Permanent Sewer Easement was duly recorded in Miscellaneous Record Book 599 at Page 597 in the Office of the Register of Deeds of Douglas County, Nebraska, on July 6, 1978.

E. Grantee desires to connect the sanitary sewer to be established upon Grantee's property to the Permanent Sewer Easement aforesaid for the purpose of serving Grantee's property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Easement. Grantor hereby grants to the Grantee, its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer in, through and under the Easement Premises, to have and to hold the same unto the Grantee, its successors and assigns, together with the right of ingress and egress across the Easement Premises for the purpose of constructing, inspecting, maintaining or operating said sewer. Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of Grantee to use the same for the purposes herein granted.

2. Restoration Following Construction. By accepting and recording this permanent easement grant, Grantee covenants and agrees to cause any trench made on the Easement Premises to be properly refilled and shall cause the restoration of all paving, landscaping materials and plantings damaged or destroyed during the course of said construction or maintenance work to such condition as exists on the date hereof.

3. Grantor, for itself and assigns, does hereby covenant and agree with the said Grantee, and its successors and assigns, that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said easement and Grantor further covenants to warrant and defend the Easement Premises against the lawful claims of all persons whomsoever, except:

Mortgage dated April 6, 1979, recorded April 10, 1979, in Mortgage Record Book 2304 at Page 697, given by Tandycrafts, Inc., to Western National Life Insurance Company, securing indebtedness in the original principal sum of \$82,000.00.

Assignment of Lessor's Interest in Lease, recorded April 10, 1979, in Miscellaneous Record Book 613 at Page 58, given by Tandycrafts, Inc., to Western National Life Insurance Company.

IN WITNESS WHEREOF, this instrument has been executed on the date first set forth above.

COLOR TILE SUPERMART, INC., a Colorado corporation - Grantor

By D. Leon Reeves  
Its VP

OMEGA FOODS, INC., a Nebraska corporation - Grantee

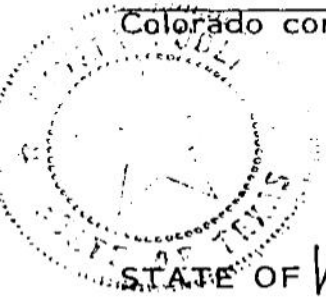
By Lloyd Gosop  
Its Vice President

STATE OF Texas )  
COUNTY OF Tarrant ) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this 9<sup>th</sup> day of September, 1983, by D. Leon Reeves the Vice President of Color Tile Supermart, Inc., a Colorado corporation, on behalf of said corporation.

Margaret E. Paddock  
Notary Public

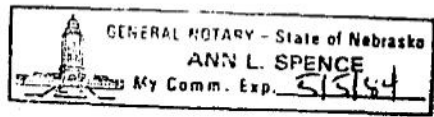
MARGARET E. PADDOCK, Notary Public  
in and for the State of Texas  
My commission expires Oct. 29, 1985.



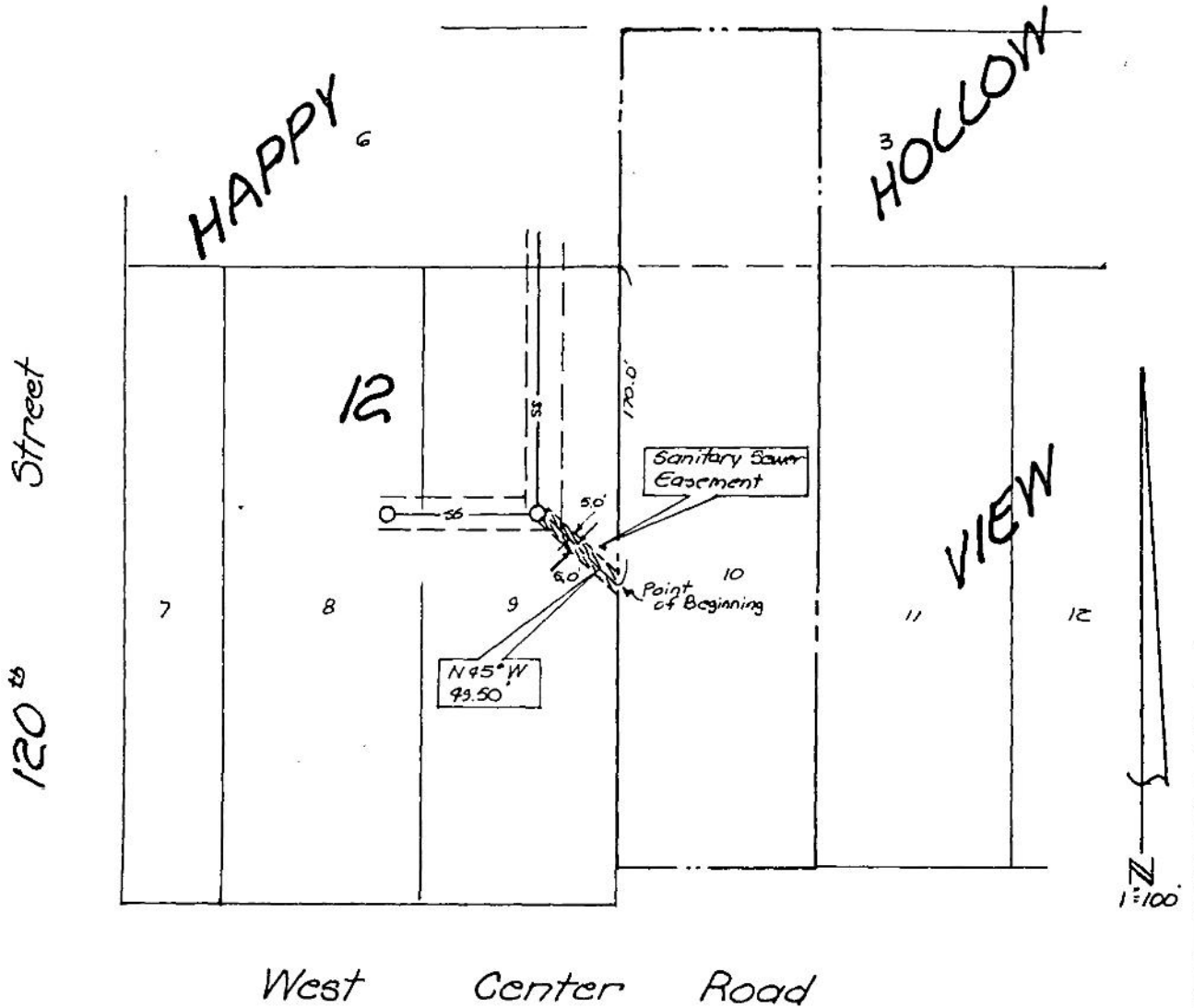
STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this 19<sup>th</sup> day of September, 1983, by Lloyd Gosop the Vice President of Omega Foods, Inc., a Nebraska corporation, on behalf of said corporation.

Ann L. Spence  
Notary Public



A permanent easement 10 feet in width for the installation and maintenance of a sanitary sewer on part of Lot 9, Block 12, HAPPY HOLLOW VIEW, an addition to the City of Omaha, Douglas County, Nebraska, said easement lying 5 feet either side of the following described line: Beginning at a point that is 170 feet South of the Northeast corner of and on the East line of said Lot 9; thence N 45°W (assuming the East line of said Lot 9 to be North-South in direction) for 49.50 feet to a point that is 135 feet South of and 35 feet West of the Northeast corner of said Lot 9.



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REGISTERED  
 RECORDS  
 DOUGLAS COUNTY, NEBR.

Book 696  
 Page 676  
 of March  
 -16-

Fee 21.00  
 Index  
 Comptd  
 7/1/85  
 71-113

EXHIBIT "A"

Book \_\_\_\_\_ Page \_\_\_\_\_

Date 7-15-83

Job Number 83-1761

|  |   |   |          |
|--|---|---|----------|
|  | <b>lamp, ryneerson &amp; associates, inc.</b> |  |          |
| architects   | engineers                                     | surveyors   | planners |
| 8280 west dodge road   | omaha, nebraska 68114                         | 402-397-3008  |          |
| 323 w. koenig street   | grand island, nebraska 68801                  | 308-382-4077  |          |