

AGREEMENT

The agreement is made December 14, 1987, by and between
 GRETNA PRODUCTS COMPANY, a Nebraska corporation ("Company") and
 EDWARD T. HOPKINS and BARBARA J. HOPKINS, Husband and Wife,
 ("Hopkins") as joint tenants.

1. Real Estate Involved: The following real estate located in
 Sarpy County, Nebraska is involved in this easement:

First Parcel

Lot 2, Hopkins Industrial Park, a subdivision of Tax Lot
 4A in the S.E.1/4 of Section 25, Township 14N, Range 10E
 of the 6th P.M., Sarpy County, Nebraska, as surveyed,
 platted and recorded in Sarpy County, Nebraska.

Second Parcel:

Lot 3, Hopkins Industrial Park, a subdivision of Tax Lot
 4A in the S.E.1/4 of Section 25, Township 14N, Range 10E
 of the 6th P.M., Sarpy County, Nebraska, as surveyed,
 platted and recorded in Sarpy County, Nebraska.

2. Right of First Refusal. Company grants to Hopkins a
 right of first refusal with respect to Lot 2. Hopkins grants
 to Company the right of first refusal with respect to 3. This
 right shall be effective for any offers made within five (5)
 years of the date of this agreement.

3. Terms of Right of First Refusal. The right of first
 refusal in both cases shall be a right to purchase the real
 estate on which the Owner of the real estate has received a
 bona-fide written offer upon the same terms and conditions
 contained in the written offer. This right of first refusal
 may be exercised any time within forty-five (45) days after
 notice of the purchase offer is given to the other party. The

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PAGE

12-15-87

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IN BOOK

60

Max. Rec

REGISTER OF DEEDS, SARPY COUNTY, NE

19841 ✓

date that written notice is given shall be the date of the United States postmark. Notice shall be given by certified mail, return receipt requested. A copy of the notice including a certificate of mailing may be filed with the Sarpy County Register of Deeds. If notice of an offer has been given and any of the terms of the offer are modified, then a second notice with the same amount of time must be given. If the right of first refusal is exercised during the forty-five (45) days, it shall be by written notice sent by certified mail, return receipt requested or any other form of delivery and which is actually received on or before the forty-fifth (45th) day. Closing of any purchase under the right of refusal shall be within thirty (30) days thereafter.

4. Utilities Easements. The parties grant the following utilities easements. These easements are shown on Exhibits A through D attached to this agreement. The easements shall be subject to the terms shown below.

A. Electrical Services Easement: The Owners grant to Hopkins an electrical services easement for the benefit of Lot 1 over the portion of Lot 2 shown on the attached Exhibit A.

B. Gas Line Easement: The Hopkins grant to Owner a gas line easement for the benefit of Lot 2 over the portion of Lot 1 shown on the attached Exhibit B.

C. Waterline Easement: The Hopkins grant to Owner a waterline easement for the benefit of Lot 2 over the portion of Lot 1 shown on the attached Exhibit C.

D. Sanitary Sewer Easement: The Hopkins grant to Owner a sanitary Sewer easement for the benefit of Lot 2 over the portions of Lots 1 and 3 shown on the attached Exhibit D.

The easements shown above are granted for the exclusive benefit of the Lots described above, although the land over which the easement lies may be used by the owner of the Lot on which it lies in such a manner that it will not interfere with the use of the easement. These easements shall run with the land. The owner (or any agent of or contractor for the owner) of the Lot benefited by the easement may enter upon the easement for the purpose of maintenance of the line, repair of the line, construction or reconstruction of the line. Reasonable notice (7 days) shall be given to the owner of the Lot on which the easement lies before the easement is entered upon by the owner of the benefited lot. No notice need be given in an emergency situation. If any work is performed by or on behalf of the owner of any benefited lot, then such owner, at his, her or its cost shall restore the property to the same condition as before the work was commenced. It is expressly agreed that the owner of the benefited lot shall have the right of ingress and egress to the property described on the attached exhibits. These easements shall be permanent. The owner of the benefited lot shall indemnify the owner of the lot on which the easement lies for any damage directly related to the use of the easement except that caused by the negligence, reckless conduct or intentional conduct of the agents of, employees of, or invitees of the owner of the lot on which the easement lies. These easements shall be binding upon the successors, heirs, assigns or devisees of the parties to the agreement.

By signing below, the parties make this agreement.

GRETNA PRODUCTS COMPANY, Company

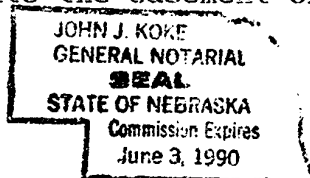
By: Henry Klug
Henry Klug, President

Edward T. Hopkins
EDWARD T. HOPKINS

Barbara J. Hopkins
BARBARA J. HOPKINS

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

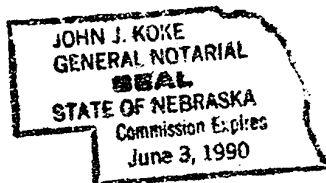
The above easement agreement was acknowledged before me this 14th day of December, 1987 by Henry Klug, President of Gretna Products Company, a Nebraska Corporation, and Henry Klug acknowledged that the execution of the easement was the voluntary act and deed of the Corporation and that he was authorized to execute the easement on behalf of the Corporation.



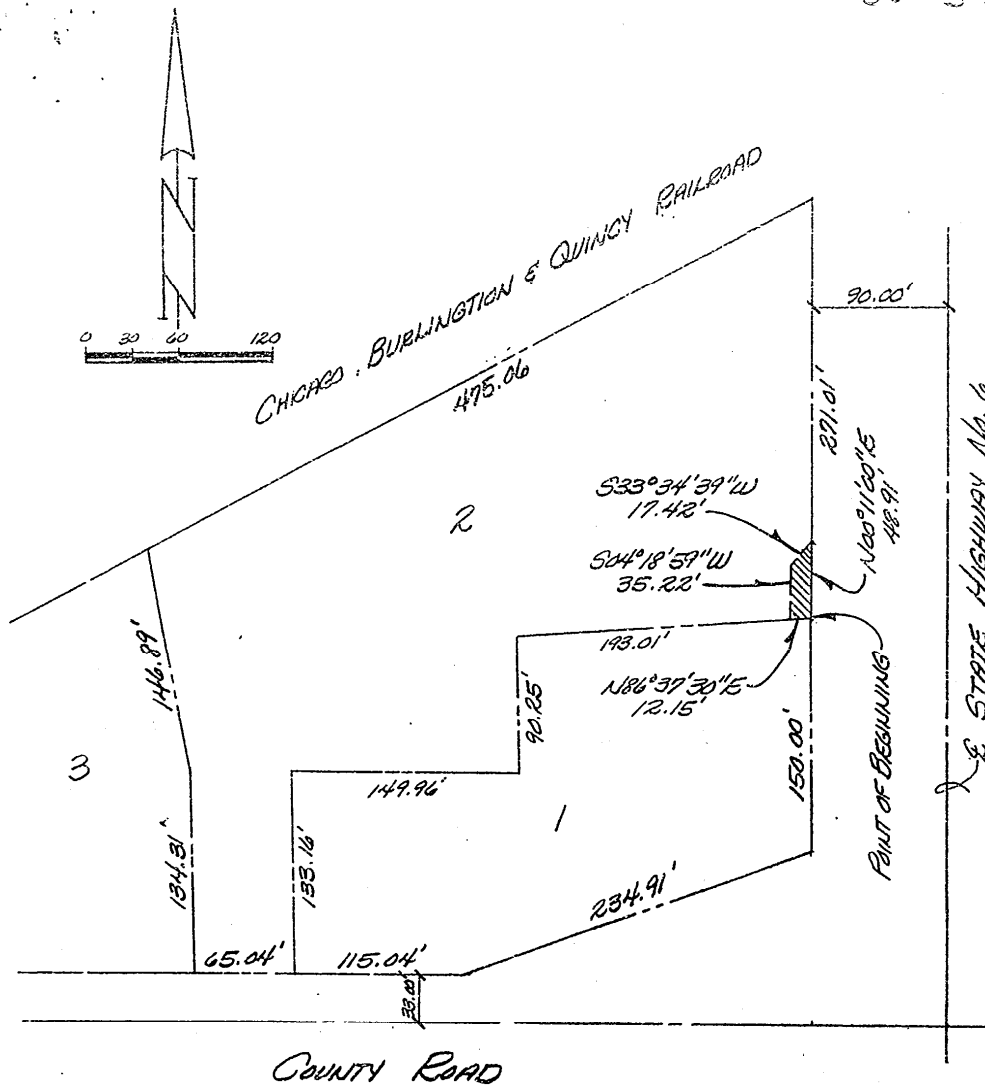
John J. Koke
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF Harpy)

The above easement agreement was acknowledged before me by EDWARD T. HOPKINS and BARBARA J. HOPKINS, Husband and Wife as their voluntary act and deed on this 12th day of December, 1987.



John J. Koke
Notary Public

**LEGAL DESCRIPTION**

That part of Lot 2, Hopkins Industrial Park, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, described as follows: Beginning at the S.E. corner of said Lot 2; thence N00°11'00"E (assumed bearing), 48.91 feet on the East line of said Lot 2; thence S33°34'39"W, 17.42 feet; thence S04°18'59"W, 35.22 feet to the South line of said Lot 2; thence N86°37'30"E, 12.15 feet on the South line of said Lot 2 to the point of beginning.

ELECTRICAL SERVICES
EASEMENT

JOB NO. 200-146-173
SHEET NO.
BOOK 87-CERT. 3 PAGE 57
DATE: December 2, 1987

THOMPSON, DREESSEN & DORNER, INC., 10730 PACIFIC STREET, OMAHA, NEBRASKA 68114, 402-397-7694

CHICAGO, EVERINGTON & QUINCY RAILROAD

STATE HIGHWAY No. 6

COUNTY ROAD

1

2

3

POINT OF BEGINNING

COMMENCING POINT

90.00'

281.01'

193.01'

150.00'

90.25'

149.96'

146.89'

134.31'

65.04'

32.00'

133.16'

130.25'

801°25'04" W

101°25'04" E

130.01'

108°32'53" W

10.00'

475.06'

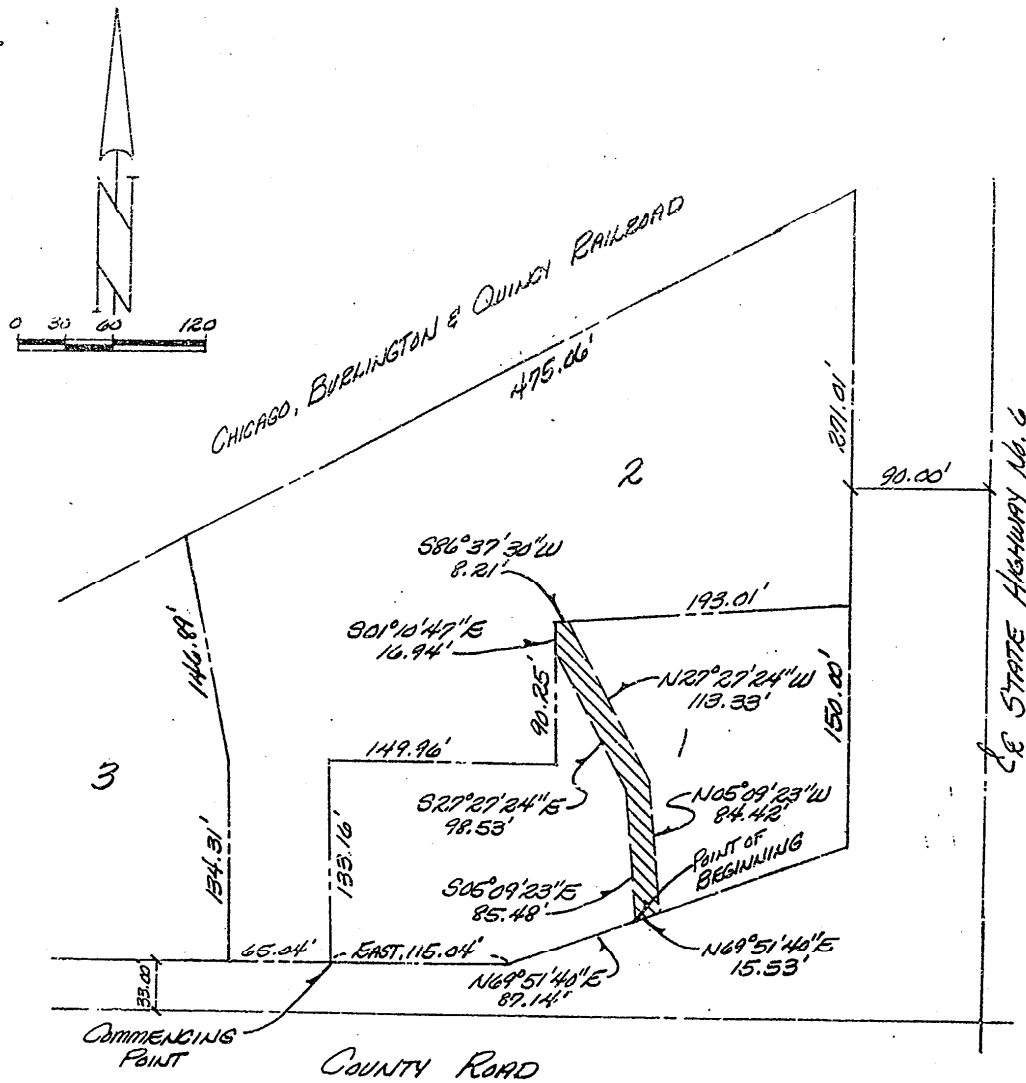
234.91'

EAST, 10.00'

EAST, 105.04'

EXHIBIT B

60-3572 F

**LEGAL DESCRIPTION**

That part of Lot 1, Hopkins Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows: Commencing at the S.W. corner of said Lot 1; thence East (assumed bearing), 115.04 feet on the South line of said Lot 1; thence N69°51'40"E, 87.14 feet on the South line of said Lot 1 to the point of beginning; thence continuing N69°51'40"E, 15.53 feet on the South line of said Lot 1; thence N05°09'23"W, 84.42 feet; thence N27°27'24"W, 113.33 feet to the North line of said Lot 1; thence S86°37'30"W, 8.21 feet on the North line of said Lot 1; thence S01°10'47"E, 16.94 feet on the North line of said Lot 1; thence S27°27'24"E, 98.53 feet; thence S05°09'23"E, 85.48 feet to the point of beginning.

15.00 FOOT WIDE WATERLINE
EASEMENT

JOB NO. 220-146-173
SHEET NO.
BOOK 81-CERT. 3 PAGE 57

DATE: December 2, 1987

THOMPSON, DREESSEN & DORNER, INC., 10730 PACIFIC STREET, OMAHA, NEBRASKA 68114, 402-397-7694

EXHIBIT C

[illegible]

That part of Lot 3, Hopkins Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows: Commencing at the S.E. corner of said Lot 3; thence N02°00'20"W (assumed bearing) 30.22 feet on the East line of said Lot 3 to the point of beginning; thence continuing N02°00'20"W, 31.16 feet on the East line of said Lot 3; thence S37°55'50"W, 77.77 feet to the South line of said Lot 3; thence East 25.36 feet on the South line of said Lot 3; thence N37°55'50"E, 38.29 feet to the point of beginning.

That part of Lot 1, said Hopkins Industrial Park, described as follows: Commencing at the S.W. corner of said Lot 1; thence N02°00'20"W (assumed bearing) 110.14 feet on the West line of said Lot 1 to the point of beginning; thence continuing N02°00'20"W, 23.02 feet on the West line of said Lot 1; thence S88°32'53"E, 18.38 feet on the North line of said Lot 1; thence S37°55'50"W, 28.58 feet to the point of beginning.

JOB NO. 200-146-173
SHEET NO.
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EXHIBIT D