

WHEN RECORDED RETURN TO:

DILLER & FREEDMAN
A Professional Corporation
1880 Century Park East
Suite 615
Los Angeles, California 90067

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT is entered into by and between ROBERT FROMKIN (herein referred to as "Seller") and HANDY DAN REALTY CORP., A Delaware Corporation, (herein referred to as "Buyer") as of the 20th day of December, 1978, and is entered into with reference to the following facts:

Seller is the fee owner of that certain unimproved real property located in the City of Omaha, County of Douglas, State of Nebraska (herein referred to as the "subject property"), immediately south of Arbor Street and immediately east of 144th Street, the legal description of which is as follows:

LOT 1 OF A REPLATTING OF LOT 191 AND
PART OF LOTS 2 AND 190, GEORGETOWN
REPLAT, A SUBDIVISION AND SURVEY
PLATTED AND RECORDED IN DOUGLAS
COUNTY, NEBRASKA.

Buyer has purchased from Seller certain contiguous unimproved real property (herein referred to as the "contiguous property") the full and complete legal description of which is attached hereto as Exhibit "A", and Buyer requires access to the subject property for purposes of grading and related land improvement work, so as to gain the full benefit and use of the contiguous property heretofore purchased by Buyer from Seller.

By reason of the foregoing, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement

Seller hereby gives, grants and conveys to Buyer a non-exclusive easement, license, right and privilege of access to and use of the subject property for the purpose of such grading and related land improvement work as Buyer deems necessary in Buyer's sole judgment so as to give Buyer the full and beneficial use of the contiguous property. In determining said full and beneficial use, Seller acknowledges that he has been informed that Buyer's intended use of the contiguous property is for the purpose of constructing thereon a home improvement center of approximately thirty-seven thousand (37,000) square feet together with necessary parking thereon.

2. Term of Access Easement

The easement granted to Seller under this instrument shall last for so long as Buyer requires access to the subject property for the purposes herein, or June 1, 1979, whichever shall first occur. Upon the expiration of said term, Buyer shall execute such instruments and do such further acts as may be necessary or appropriate in order to remove the lien upon the subject property created hereby.

3. Indemnification

Buyer shall indemnify and hold Seller harmless from and against any and all acts or failures to act by Buyer upon the subject property, the result of which creates any loss, cost or expense to Seller, or exposure thereto. Without limiting the generality of the foregoing, Buyer shall not permit the creation of any charge, lien or encumbrance upon the subject property by any third party, whether by way of mechanic's lien, or similar such claim against the subject property by

reason of any work performed on, or services rendered to the subject property by any such third party; and in the event of any such lien, charge or encumbrance by any such third party, Buyer will take all steps necessary or appropriate so as to cause the removal of same, all at Buyer's sole cost and expense. Further without limiting the generality of the foregoing, Buyer shall carry public liability insurance in the sum of \$1,000,000 for each occurrence and property damage insurance in the sum of \$250,000 per occurrence with respect to any work performed by Buyer on the subject property, with Seller carried under said insurance as an additional insured. Upon request, Buyer shall provide Seller with evidence of said insurance.

4. Covenant Running With The Land

This instrument shall be deemed a covenant running with the subject property and shall be binding upon the owner of the subject property, and his successors and assigns. Any sale, lease or other disposition of the subject property shall be made expressly subject to this agreement, and the purchaser, lessee or any other party obtaining possessory rights to the subject property shall be required to expressly assume the obligations of the Seller under this agreement, in writing, and in form satisfactory to the Buyer. Each and all of the covenants, restrictions, conditions and provisions contained in this instrument shall also create an equitable servitude upon the subject property in favor of the contiguous property, and will inure to the benefit of and be binding upon the Buyer and its respective successors and assigns.

5. Remedies

In the event of any breach of this agreement by Seller, Buyer shall have all of such legal or equitable remedies as are granted by law. Without limiting the generality of the foregoing, Seller acknowledges that any

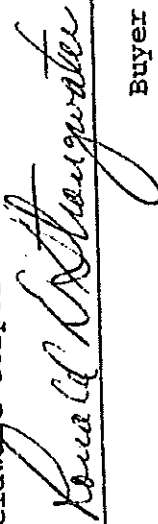
breach by him under this agreement may irreparably harm and injure Buyer in the full use and benefit of the contiguous property, and that by reason thereof, Buyer is justified in requesting injunctive relief so as to prevent any breach hereunder.

In the event any legal or equitable suit or proceeding is required in order to enforce any of the terms hereunder, the prevailing party, in addition to whatever additional rights or remedies he or it may be entitled, shall be awarded such attorneys fees as said party has incurred in the pursuit or resistance to said lawsuit or proceeding, as the case may be. The "prevailing party" as used herein shall mean that party which was awarded substantially what it requested in the pursuit or resistance of the lawsuit or proceeding, as the case may be.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

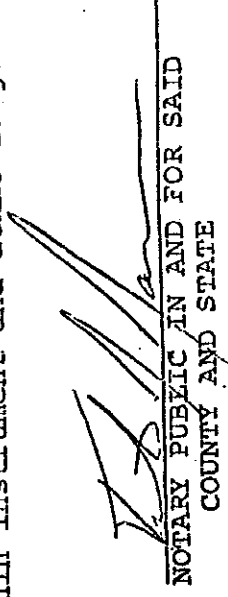

ROBERT FROMKIN
Seller

HANDY DAN REALTY CORP.
A Delaware Corporation

By  Vice President
Buyer

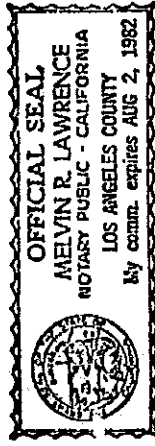
STATE OF *Neb.*
COUNTY OF *Douglas*

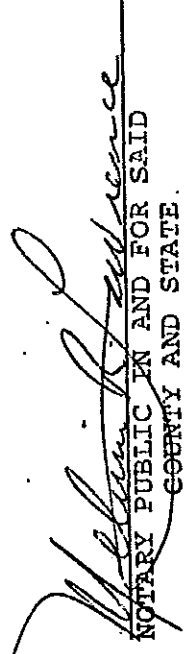
On 8/2, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT FROMKIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.


NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On December 20, 1978, before me, the undersigned a Notary Public in and for said County and State, personally appeared RONALD D. STANGWATER known to me to be the Vice President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors.




NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

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Commitment No. 005377

EXHIBIT "A"

Lots 2, 3, 6, and part of lot 7, Trumbin's Commercial Plaza, a Sub-division as surveyed, platted, and recorded, in Poudre County, Colorado, more particularly described as follows:

beginning at the Southeast corner of said lot 7; thence S89°45'15"W (bearings based on the recorded plat) for 130.00 feet along the South line of said lot 7; thence N75°03'W for 263.02 feet to the North line of said lot 7; thence East for 8.00 feet along the North line of said lot 7 to the Southwest corner of lot 2; thence N7°23'20"W for 210.21 feet along the West line of said lot 2 to the South line of Arbor Street; thence along a curve to the left (having a radius of 857.33 feet and a long chord bearing N77°11'01"W for 161.21 feet) an arc distance of 142.45 feet along said South line of Arbor Street; thence N71°45'15"W for 50.00 feet along said South line of Arbor Street; thence along a curve to the right (having a radius of 305.41 feet and a long chord bearing S84°42'30"E for 244.70 feet) an arc distance of 251.72 feet along said South line of Arbor Street to the Westerly line of 140th Avenue; thence along a curve to the left (having a radius of 336.35 feet and a long chord bearing S24°45'17"W for 107.33 feet) an arc distance of 102.73 feet along said Westerly line of 140th Avenue; thence S14°00'10"W for 322.13 feet along said Westerly line of 140th Avenue; thence along a curve to the right (having a radius of 148.30 feet and a long chord bearing S52°52'47"W for 177.89 feet) an arc distance of 100.80 feet along said Westerly line of 140th Avenue; thence S89°45'15"W for 35.00 feet to the point of beginning.

14 June

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