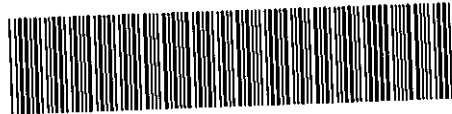


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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AMENDED AND RESTATED DRIVEWAY EASEMENT AGREEMENT

THIS AMENDED AND RESTATED DRIVEWAY EASEMENT AGREEMENT is made this 20th day of May, 1998, by and between OMAHA REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership ("Partnership") and OPUS ESTATES CORPORATION, a Minnesota corporation ("Opus").

RECITALS:

Partnership is the owner of a parcel of real estate (the "Refrigerated Parcel") situated in City of Omaha, Douglas County, Nebraska, described as:

Lot 17, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

23-06170

Opus is the owner of a parcel of real estate (the "Expansion Parcel") situated in the City of Omaha, Douglas County, Nebraska, described as:

Lot 1, Central Park East Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

23-06173

Partnership and ConAgra, Inc., a Delaware corporation ("ConAgra") entered into a Driveway Easement Agreement dated May 14, 1990, and recorded June 19, 1990 with the Douglas County, Nebraska Register of Deeds at Miscellaneous Book 928, Page 2. The Easement Agreement

*Bob Bailey
One Central Bank Plaza
222 So 15 Suite 1400
68107*

created easements over a portion of the Expansion Parcel for the benefit of the Refrigerated Parcel. The parties hereto now desire to amend and restate the Easement Agreement to read as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows.

A. Partnership and Opus agree that the Easement Agreement is hereby amended and restated to read as follows:

“RECITALS:

Partnership is the owner of a parcel of real estate (the "Refrigerated Parcel") situated in City of Omaha, Douglas County, Nebraska, described as:

Lot 17, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Opus is the owner of a parcel of real estate (the "Expansion Parcel") situated in the City of Omaha, Douglas County, Nebraska, described as:

Lot 1, Central Park East Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Opus and the Partnership desire to grant various easements benefiting and burdening the Expansion Parcel and the Refrigerated Parcel, all as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Partnership and Opus hereby declare that the Expansion Parcel and the Refrigerated Parcel shall be held, improved and utilized subject to the following covenants, easements and conditions which shall encumber the Expansion Parcel and the Refrigerated Parcel and benefit the respective owner or owners of the Expansion Parcel and the Refrigerated Parcel from time to time having an interest in the Expansion Parcel and the Refrigerated Parcel and their agents, employees, tenants and invitees and their successors and assigns as owner or owners of the Expansion Parcel and the Refrigerated Parcel. The provisions herein shall perpetually encumber the Expansion Parcel and the Refrigerated Parcel.

1. Easements. The portions of the Expansion Parcel and the Refrigerated Parcel described on Exhibits A and B hereto (the "Easement Area") shall be subject to the following perpetual, exclusive easements.

(a) An easement benefiting the Expansion Parcel and the Refrigerated Parcel for the construction, installation, maintenance, repair and replacement of: (i) a driveway

(the "Driveway") for the purposes of ingress and egress of persons and vehicles to and from the Expansion Parcel and the Refrigerated Parcel; (ii) underground utilities (the "Utilities") serving the Expansion Parcel and the Refrigerated Parcel; and (iii) lighting, landscaping and entrance monumentation in the Easement Area.

(b) An easement benefiting the Expansion Parcel to park motor vehicles in the parking stalls located in the portion of the Easement Area located on the Refrigerated Parcel at the locations for parking stalls shown on the Site Plan (the "Site Plan") attached hereto as Exhibit C.

(c) An easement benefiting the Expansion Parcel and the Refrigerated Parcel for the construction, installation, maintenance, repair and replacement of landscaping and entrance monumentation (the "Landscaping and Monumentation") in the portion of the Easement Area identified as the "Planter" on the Site Plan.

2. Construction and Maintenance of Easement Facilities.

(a) The fee owner of the Expansion Parcel shall install and pay all costs for the initial construction and installation of the Driveway over and across the Easement Area as well as the initial construction and installation of the Landscaping and Monumentation. The fee owner of the Expansion Parcel shall not be entitled to any reimbursement for the costs of the initial construction and installation of the Driveway, Landscaping or Monumentation.

(b) Subject to Section 2(e) below, the fee owner of the Expansion Parcel shall perform all maintenance, replacement, and repair of the Driveway and keep same reasonably clean and free from ice and snow so as to keep the Driveway operational and serviceable as a driveway and in good condition and repair. The fee owner of the Expansion Parcel shall perform all maintenance, replacement, and repair of the Landscaping and Monumentation.

(c) In the event the fee owner of the Expansion Parcel fails to discharge any of its obligations under the foregoing provisions of this Section 2 and such failure continues for 30 days after written notice from the owner, mortgagee, or tenant of the Refrigerated Parcel, such owner, mortgagee or tenant may perform such obligations.

(d) The out-of-pocket costs incurred in connection with the maintenance, replacement, and repair of the Landscaping and Monumentation, whether incurred by the owner of the Expansion Parcel or the owner, mortgagee or tenant of the Refrigerated Parcel, shall be paid by the owner of the Expansion Parcel.

(e) The out-of-pocket costs incurred in connection with the maintenance, replacement, and repair of the Driveway, whether incurred by the owner of the Expansion Parcel or the owner, mortgagee or tenant of the Refrigerated Parcel, shall be paid one half by the owners of said Expansion Parcel and one half by the owners of said Refrigerated Parcel and their respective owners from time to time as provided herein. Such maintenance costs do not include taxes, insurance, accounting or legal fees except as expressly provided herein.

Such assessment may be made in accordance with the provisions of law and in accordance with the provisions of the covenants and agreements contained herein. In the event any owner fails to pay the amounts required to be paid hereunder within 30 days of receipt of invoice, such owner shall pay to the party to whom such payment is owed the reasonable cost and expenses of collection and assessment (including reasonable attorneys fees.

(f) The initial construction and installation as well as the maintenance, replacement, and repair of the Utilities shall be performed and paid for by the owner of the Expansion Parcel or the Refrigerated Parcel, whichever Parcel is served by the particular Utility to be constructed. Such owner shall construct, install, maintain, replace and repair such Utility in such manner as well cause the least disturbance reasonably possible to the use and enjoyment of the various easements created hereby and shall be responsible for the repair of any damage done to the Driveway or to any other Utilities during the course of such installation, construction, maintenance, replacement or repair.

(g) In the event either the Expansion Parcel or the Refrigerated Parcel is subdivided, any expenses to be paid by the owner of such subdivided Parcel shall be allocated on an area basis (exclusive of public roadway easements) to the respective subdivided portions of such Parcel.

3. Covenants Limited. The covenants and obligations of each of the owners set forth in this Agreement shall be binding upon such owner solely as the owner of a respective Parcels and shall be binding on the respective owners of the Parcels and their respective successors and assigns only as to such obligations arising during their respective periods of ownership. The covenants set forth herein shall be conveyed only as an appurtenance to the Expansion Parcel and the Refrigeration Parcel or applicable portion thereof.

4. Notices. Any notice to an owner required or permitted under this Agreement and any invoice to an owner of a portion of the Parcels as provided for herein shall be deemed received on the date 3 days after the date such notice is deposited in the United States Mail, registered or certified, postage prepaid, addressed to the address of such owner as indicated in the tax records of the Douglas County, Nebraska for such Parcels. Further, any notice required or permitted to be given to an owner under this Agreement and any invoices provided for herein may be delivered personally to an owner of such Parcel or an officer of such owner. Any party hereto, by notice to the other parties hereto, may designate different addresses to which subsequent notices and payments will be sent.

5. Additional Costs. If any owner fails to perform its responsibilities under this Agreement, any other party damaged by such failure may, in addition to the costs incurred by it in performing the responsibilities of the failing owner, recover an additional 10% of such costs as an administrative fee, plus all costs of collection, including reasonable attorneys fees.

6. No Waiver. No waiver of any breach of any covenant or restriction contained herein shall be construed to be a waiver of any other or future breach of the same or other covenants or restrictions.

7. Run with Land. This Agreement shall run with the land and shall bind and benefit Partnership, Opus, and their respective successors and assigns. As used herein, "Partnership" means the owner from time to time of the Refrigerated Parcel or the tenant from time to time of the Refrigerated Parcel. As used herein "Opus" means either the owner from time to time of the Expansion Parcel or the tenant from time to time of the Expansion Parcel

B. As amended and restated hereby, all of the terms and conditions of the Easement A Agreement shall remain in full force and effect. Where the terms of this Agreement may conflict with the terms of the Easement Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be made as of the day and year first above stated.

OMAHA REAL ESTATE INVESTMENT
PARTNERSHIP, a Minnesota general
partnership

By ARBEIT & CO.

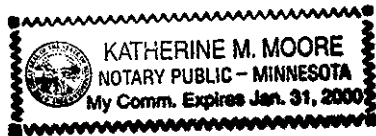
By Gerald Rauenhorst
Gerald Rauenhorst, General Partner

OPUS ESTATES CORPORATION, a
Minnesota corporation

By [Signature]
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 22nd day of May, 1998, before me a Notary Public in and for said county and state, personally appeared Gerald Rauenhorst, known to me to be the identical person who subscribed his name to the foregoing as General Partner of Arbeit & Co., a Minnesota general partnership and general partner of OMAHA REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said general partnership.



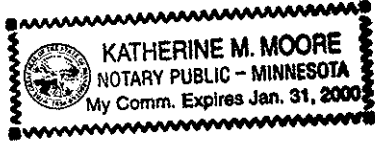
Katherine M Moore
Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

On this day of ^{1st} ~~May~~ ^{July}, 1998, before me a Notary Public in and for said county and state, personally appeared known to me to be the identical person who subscribed (~~his~~/her) name to the foregoing as President of OPUS ESTATES CORPORATION, a Minnesota corporation, and acknowledged the execution thereof to be (~~his~~/her) voluntary act and deed and the voluntary act and deed of said corporation.



Katherine M. Moore
Notary Public

Consent to Amended and Restated Driveway Easement

The undersigned, Principal Life Insurance Company (formerly known as Principal Mutual Life Insurance Company), the current holder of that certain Deed of Trust, Security Agreement and Assignment of Rents, and Assignment of Leases and Rents and Uniform Commercial Code Financing Statement recorded against the Burdened Parcel, hereby consents to and agrees to be bound by the above-referenced Amended and Restated Driveway Easement Agreement.

PRINCIPAL LIFE INSURANCE COMPANY
(formerly known as Principal Mutual Life Insurance Company)

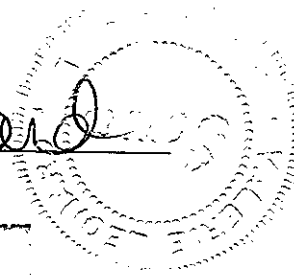
By: Todd E. Everett KV
Title: Todd E. Everett
Director
Commercial Real Estate

By: Thomas J. Bell
Title: Thomas J. Bell, Associate Director
Commercial Real Estate

STATE OF Iowa)
)
COUNTY OF Polk)

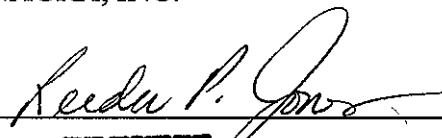
On this 19th day of November, 1998, before me a Notary Public in and for said county and state, personally appeared Todd E. Everett and Thomas J. Bell known to me to be the identical persons who subscribed their names to the foregoing as Director CRE and Associate Director CRE, respectively, of Principal Life Insurance Company (formerly known as Principal Mutual Life Insurance Company), an Iowa Corporation, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

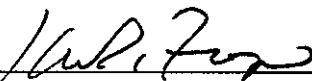
Valerie Leonard
NOTARY PUBLIC



The undersigned, ConAgra, Inc. acknowledges and agrees that under Section 13.1 of the Lease Agreement (Refrigerated Building) (the "Refrigerated Lease") dated September 15, 1989 between Opus Corporation, a Minnesota corporation, as landlord, and ConAgra, as tenant, ConAgra is obligated to discharge all of the obligations of the owner of the Refrigerated Parcel under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the owner of the Refrigerated Parcel shall have no obligation to perform the covenants of the owner of the Refrigerated Parcel hereunder, and shall have no liability for failure to perform such covenants, or any other liability under this Agreement during any period in which ConAgra, as tenant, or its successors or assigns, is required to perform such covenants pursuant to the terms of the Refrigerated Lease, and the owners and mortgagees and occupants of the Expansion Parcel shall look solely to ConAgra, as tenant under said lease, or its successors or assigns, for performance of said covenants. Similarly, with the exception of the initial construction and installation of the Driveway, Landscaping, and Monumentation, which initial construction and installation shall be the obligation of the Owner of the Expansion Parcel, ConAgra acknowledges and agrees that under Section 13.1 of the Lease Agreement (Global Trading Building) (the "Trading Lease") dated May 20, 1998 between Opus, as landlord, and ConAgra, as tenant, ConAgra is obligated to discharge all of the obligations of the owner of the Expansion Parcel under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the owner of the Expansion Parcel shall have no obligation to perform the covenants of the owner of the Expansion Parcel hereunder, and shall have no liability for failure to perform such covenants, or any other liability under this Agreement during any period in which ConAgra, as tenant, or its successors or assigns, is required to perform such covenants pursuant to the terms of the Trading Lease, and the owners and mortgagees and occupants of the Refrigerated Parcel shall look solely to ConAgra, as tenant under said lease, or its successors or assigns, for performance of said covenants.

CONAGRA, INC.

By 
Its VICE PRESIDENT
~~ASSISTANT TO THE VICE PRESIDENT~~

By 
Its Senior Vice President - Controller

STATE OF Nebraska)
)ss.
COUNTY OF Douglas)

On this 14th day of ~~May~~ ^{December}, 1998, before me a Notary Public in and for said county and state, personally appeared, known to me to be the identical persons who subscribed (his/her) name to the foregoing as Reeder P. Jones and Kenneth W. DiFonzo of CONAGRA, INC., A Delaware corporation, and acknowledged the execution thereof to be (his/her) voluntary act and deed and the voluntary act and deed of said corporation.

Barbara J. Gimit
Notary Public

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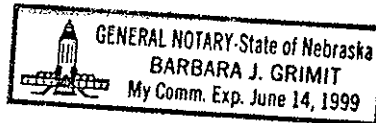


EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for ingress and egress over that part of Lot 1, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of said Lot 1;

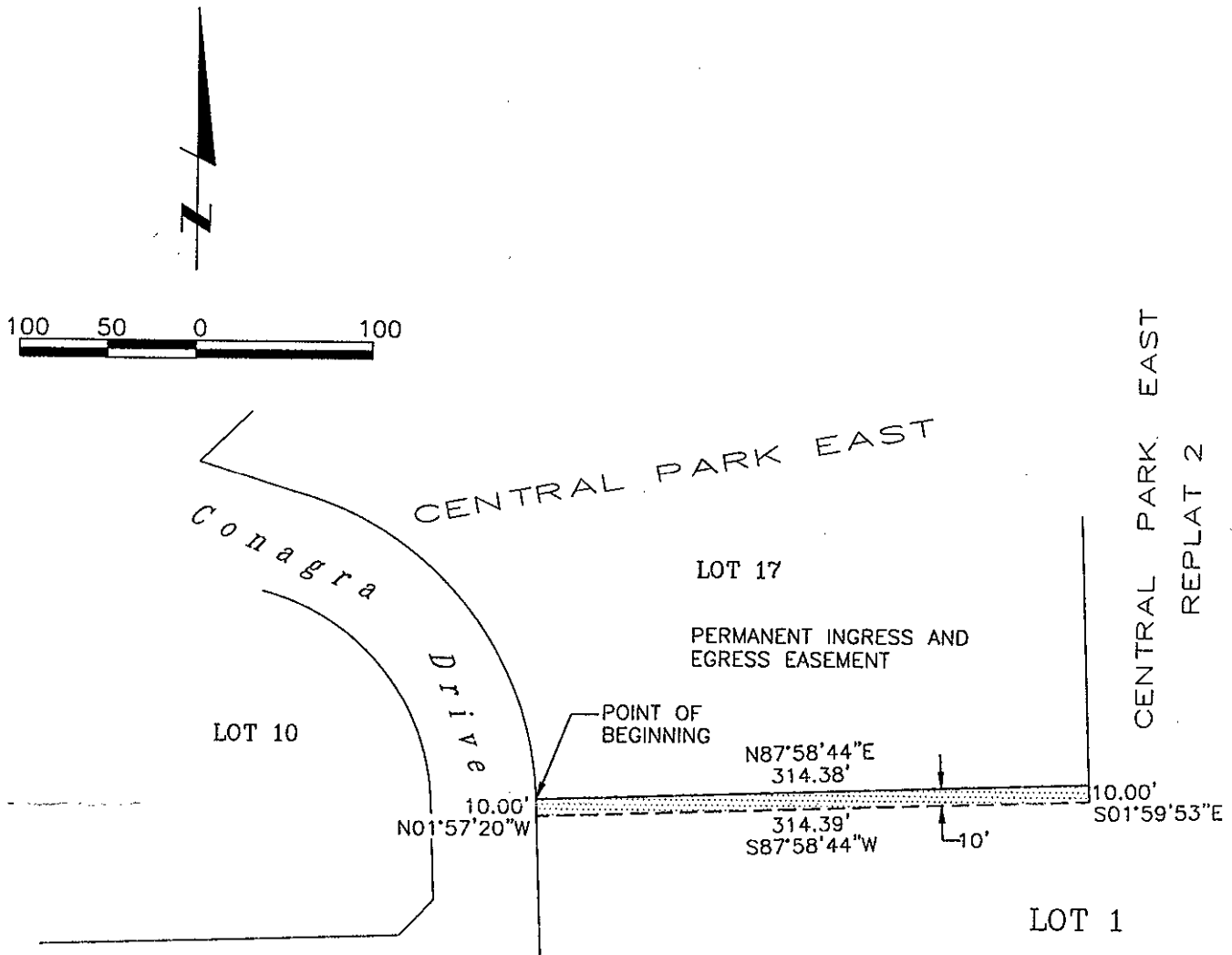
Thence North 87°58'44" East (bearings referenced to the Final Plat of CENTRAL PARK EAST REPLAT 2) for 314.38 feet to the southeast corner of said Lot 17, CENTRAL PARK EAST, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 01°59'53" East for 10.00 feet along the extended east line of said Lot 17;

Thence South 87°58'44" West for 314.39 feet parallel with and 10.00 feet south of the south line of said Lot 17;

Thence North 01°57'20" West for 10.00 feet to the Point of Beginning.

Contains 0.07 acre.



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lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730

EXHIBIT "B"

LEGAL DESCRIPTION

A permanent easement for ingress and egress over that part of Lot 17, CENTRAL PARK EAST, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 17;

Thence North 87°58'44" East (bearings referenced to the Final Plat of CENTRAL PARK EAST) for 314.38 feet to the southeast corner of said Lot 17;

Thence North 01°59'53" West for 70.00 feet along the east line of said Lot 17;

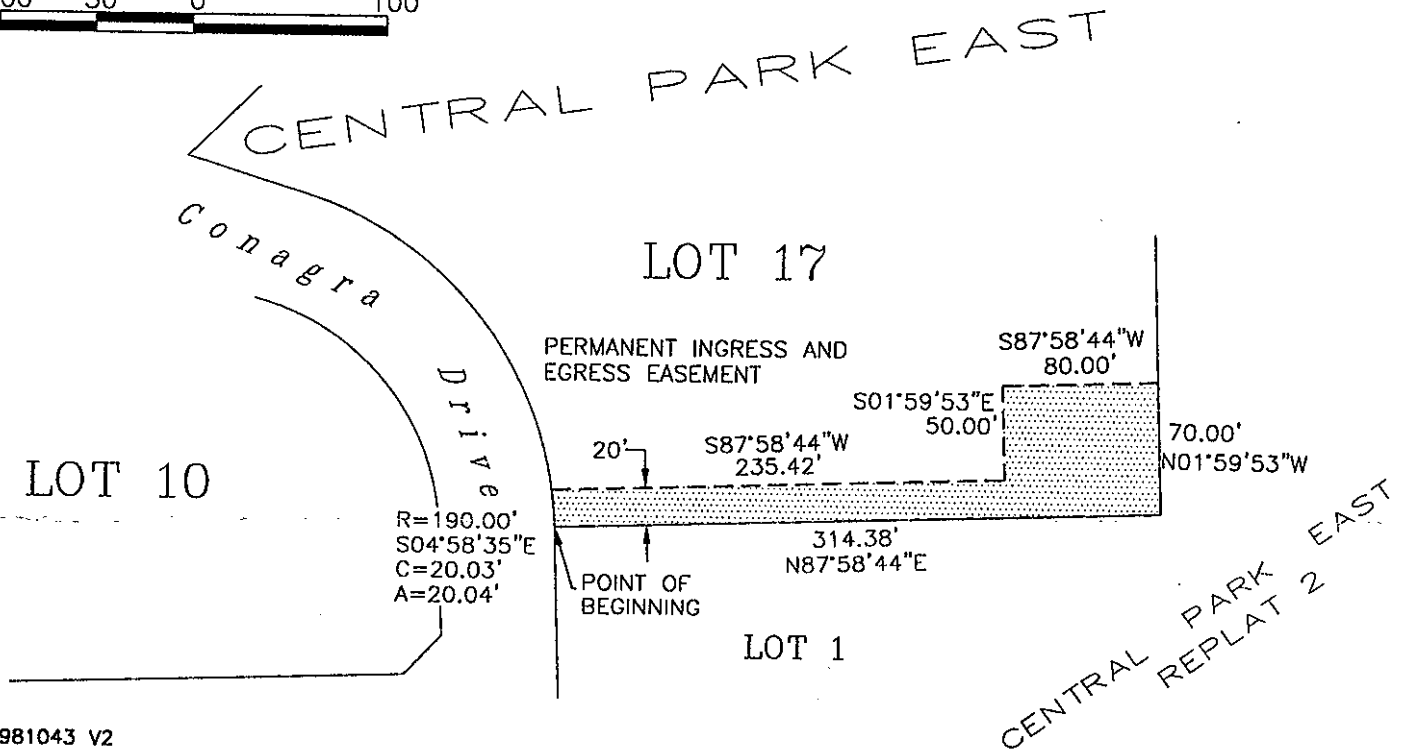
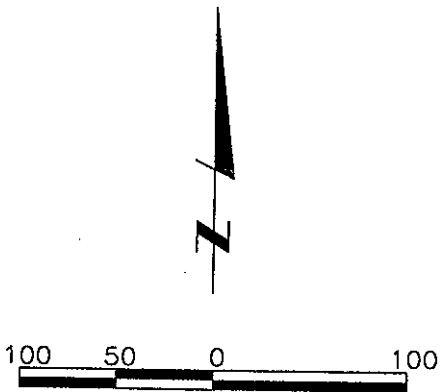
Thence South 87°58'44" West for 80.00 feet parallel with and 70.00 feet north of the south line of said Lot 17;

Thence South 01°59'53" East for 50.00 feet parallel with and 80.00 feet west of the east line of said Lot 17;

Thence South 87°58'44" West for 235.42 feet parallel with and 20.00 feet north of the south line of said Lot 17;

Thence along a curve to the right (having a radius of 190.00 feet and a long chord bearing South 04°58'35" East for 20.03 feet) for an arc length of 20.04 feet along the west line of said Lot 17 to the Point of Beginning.

Contains 0.24 acre.



MISC\981043 V2

Book _____ Page _____ Date MAR 20, 1998 Dwn.By AET Job Number 981043



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engineers surveyors planners

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