



BK 0908 PG 445



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DEC 21 4 22 PM '89

PARKING COVENANT

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS COVENANT, made and entered into this 20th day of December, 1989, by Opus Corporation, a Minnesota corporation ("Opus") and ConAgra, Inc., a Delaware corporation ("ConAgra").

RECITALS:

Opus is the owner of the parcels of real estate situated in the City of Omaha, Douglas County, Nebraska described on Exhibit "A" attached hereto (the "Parking Parcel") and Exhibit "B" attached hereto (the "Corporate Parcel").

ConAgra is the tenant of the Parking Parcel and the Corporate Parcel and the owner of the parcel of real estate situated in the City of Omaha, Douglas County, Nebraska described on Exhibit "C" attached hereto (the "International Parcel").

Opus and ConAgra contemplate that they in the future may provide parking facilities on the Parking Parcel for the benefit of the Corporate Parcel and the International Parcel and desire to declare a parking easement on the Parking Parcel for the benefit of the Corporate Parcel and the International Parcel. The Corporate Parcel and the International Parcel are herein called collectively the "Benefitted Parcels", and individually a "Benefitted Parcel".

NOW, THEREFORE, Opus and ConAgra declare and agrees as follows:

1. Opus, as owner of the Parking Parcel, and ConAgra, as tenant of the Parking Parcel, hereby grant to Opus and ConAgra, as owners of the Benefitted Parcels, and their successors and assigns, a perpetual easement, for the exclusive benefit of the Benefitted Parcels, to use the Parking Parcel for vehicular parking purposes in accordance with this Covenant.

2. At such time as Opus or ConAgra, or their successors or assigns, may construct parking facilities on the Parking Parcel, the respective owners of each of the Benefitted Parcels shall each pay its prorata share of the "Operating Expenses" (as that term is defined below) as determined pursuant to this section. Each owner's share of operating expenses shall be a fraction, expressed as a percentage, the numerator of which is the number of square feet of floor area in buildings on that owner's Benefitted Parcel which are completed and ready for occupancy and use as of the date on which the Operating Expenses in question are paid, and the denominator of which is the number of square feet of floor area in buildings on all Benefitted Parcels which are completed and ready for occupancy and use as of that date.

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As used herein, the term "Operating Expenses" shall mean all costs and expenses incurred in the operation and maintenance of all parking facilities located on the Parking Parcel, including, but not limited to the cost of all repairs to and replacements of parking facilities as may be required to maintain it in good condition and repair, normal maintenance of the parking facilities necessary to maintain the same in a clean condition, reasonably free of ice and snow and the costs of such property and other insurance for the benefit of the owner's of the Benefitted Parcels.

3. Opus and ConAgra acknowledge that Opus is currently leasing the Corporate Parcel to ConAgra pursuant to that certain Lease Agreement (Corporate Headquarters Building), dated December __, 1989 (the "Lease"), and ConAgra hereby agrees that ConAgra, and its successors and assigns, as tenant under the Lease, shall be obligated to discharge the obligations of Opus under Section 2 of this Agreement for so long as ConAgra, or its successors or assigns, are the tenant of the Corporate Parcel pursuant to the Lease.

4. This Covenant may not be terminated or amended without the consent of the fee owners, mortgagees and tenants of the Benefit Parcels.

5. This Covenant shall run with the land and shall bind and benefit Opus, ConAgra and all Benefitted Parcel owners and their respective successors and assigns.

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

OPUS CORPORATION

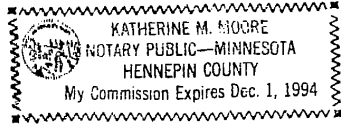
By: [Signature]
Title: PRESIDENT

CONAGRA, INC.

By: [Signature]
Title: Vice President Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this
18th day of December, 1989, by Gene Haugland,
the President of Opus Corporation, a Minnesota
corporation, on behalf of the corporation.



Katherine M. Moore
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
20th day of December, 1989, by D. T. Peliss,
the Vice President Controller of ConAgra, Inc., a Nebraska
corporation, on behalf of the corporation.

Sue E. Badberg
Notary Public

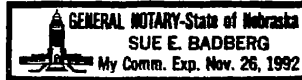


EXHIBIT "A"

Lot 3, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"

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

EXHIBIT "C"

Lot 19, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.