



BK 0928 PG 002



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DRIVEWAY EASEMENT AGREEMENT

THIS AGREEMENT is made this 14th day of May, 1990 by and between OMAHA REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership ("Partnership"), and CONAGRA, INC., a Delaware corporation ("ConAgra").

RECITALS

Partnership is the owner of the parcel of real estate (the "Refrigerated Parcel") situated in the 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.

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

Lot 16, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

ConAgra desires to grant Partnership an easement over a portion of the Expansion Parcel for the purpose of constructing, maintaining, and using an entrance driveway for ingress to and egress from the Refrigerated Parcel together with the right to construct and maintain lighting, entrance monumentation, and landscaping around such entrance driveway.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration the receipt and

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sufficiency of which are hereby acknowledged, Partnership and ConAgra hereby agree that:

1. ConAgra, as owner of the Expansion Parcel, hereby grants to Partnership, as owner of the Refrigerated Parcel, and Partnership's successors and assigns, a perpetual non-exclusive easement over that portion of the Expansion Parcel legally described on Exhibit A attached hereto (the "Easement Area"), for the benefit of the Refrigerated Parcel, for the construction, maintenance, use and replacement from time to time of a driveway for vehicular ingress to and egress from the Refrigerated Parcel together with the right to construct, maintain and replace underground utilities, lighting, landscaping, and entrance monumentation in the Easement Area. The driveway, utilities, lighting, landscaping, and entrance monumentation are referred to collectively as the "Easement Facilities".

2. Partnership, as owner of the Refrigerated Parcel, shall (i) make or cause to be made such repairs and replacements of Easement Facilities as may be required to maintain such facilities in good condition and repair; (ii) maintain the Easement Facilities or cause the same to be maintained in a clean condition, reasonably free of ice and snow; and (iii) comply at all times with all applicable laws, ordinances, and regulations governing the use of the Easement Facilities.

3. If Partnership, as owner of the Refrigerated Parcel, fails to discharge any of its obligations under this Agreement and such failure continues for 30 days after written notice from a mortgagee, owner or tenant of the Expansion Parcel, such mortgagee, owner or tenant may discharge the obligations, and Partnership shall reimburse it for the cost of so doing.

4. ConAgra acknowledges and agrees that under Section 13.1 of the Lease Agreement (Refrigerated Building) dated September 15, 1989 between Opus Corporation, a Minnesota corporation ("Opus"), as landlord, and ConAgra, as tenant, tenant is obligated to discharge all of Partnership's obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, Partnership shall have no obligation to perform the covenants of Partnership 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 Lease Agreement (Refrigerated Building) dated September 15, 1989, between Opus, as landlord, and ConAgra, as tenant, 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.

5. In the event ConAgra, as owner of the Expansion Parcel, develops the Expansion Parcel, ConAgra shall have the right to use the Easement Area for vehicular ingress to and egress from the Expansion Parcel, provided that ConAgra, as owner of the Expansion Parcel, shall pay one-half of the expenses attributable to the repair, replacement and maintenance of Easement Facilities. Notwithstanding the foregoing, ConAgra, as owner of the Expansion Parcel, shall pay all costs related to modification of the Easement Facilities to serve the Expansion Parcel.

6. This Agreement shall run with the land and shall bind and benefit Partnership, ConAgra, and their respective successors and assigns. As used herein, "Partnership" means the owner from time to time of the Refrigerated Parcel. As used herein, "ConAgra" means either the owner from time to time of the Expansion Parcel or the tenant from time to time of the Refrigerated Parcel. Partnership, ConAgra, and successive owners and tenants of the Refrigerated Parcel and Expansion Parcel shall be liable only for those obligations which arise under this Agreement with respect to the Easement Area during such owner's period of ownership or such tenant's period of occupancy.

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

OMAHA REAL ESTATE
INVESTMENT PARTNERSHIP

By: ARBEIT & CO., General Partner

By Gerald Rauenhorst
Gerald Rauenhorst
General Partner

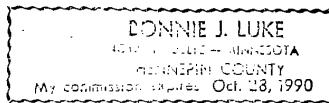
CONAGRA, INC.

By J. D. Peters
Its Vice President Controller

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

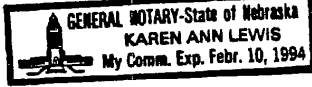
The foregoing instrument was acknowledged before me this 1st day of May, 1990, by Gerald Rauenhorst, as a general partner of Arbeit & Co., a Minnesota general partnership, a general partner of Omaha Real Estate Investment Partnership, a Minnesota general partnership, on behalf of the general partnership.

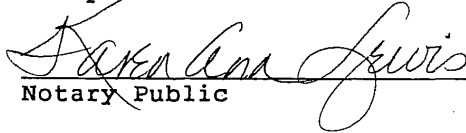
Bonnie J. Luke
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of May, 1990, by D. T. Peters, the Vice President ~~Controller~~ of ConAgra, Inc., a Delaware corporation, on behalf of the corporation.





Notary Public

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EXHIBIT A

(Easement Area)

That part of Lot 16, CENTRAL PARK EAST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning in the east right-of-way line of CONAGRA BLVD. at the corner common to Lots 16 and 17, CENTRAL PARK EAST;

Thence North 87°58'44" East (bearings referenced to the Nebraska State Plane System South Zone) for 314.38 feet to the southeast corner of said Lot 17, CENTRAL PARK EAST;

Thence South 01°59'53" East for 60.00 feet along the extended east line of said Lot 17, CENTRAL PARK EAST;

Thence South 87°58'44" West for 314.42 feet parallel with and 60.00 feet south of the south line of Lot 17, CENTRAL PARK EAST to the east right-of-way line of CONAGRA BLVD.;

Thence North 01°57'20" West for 60.00 feet to the Point of Beginning.

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