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BOOK 869 PAGE 68

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AGREEMENT

THIS AGREEMENT executed this 26th day of October, 1988, by and between OMEGA FOODS, INC., a Nebraska corporation ("Omega"), and STANLEY J. WIERZBICKI and PATRICIA M. WIERZBICKI, husband and wife ("Grantors").

WITNESSETH:

WHEREAS, Omega is the lessee of certain premises located at 3706 North 90th Street, Omaha, Nebraska, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Wendy's Property"), upon which it operates a Wendy's Old Fashioned Hamburger Restaurant; and

WHEREAS, Grantors are the fee title owners of the improved real property located immediately to the South of the Wendy's Property, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Grantors' Property"), which is utilized for commercial office purposes; and

WHEREAS, Omega desires to secure from Grantors a right-of-way and easement across the Grantors' Property to be used by Omega and its employees and invitees for access to and from the Wendy's Property, 90th Street and Maplewood Boulevard; and

WHEREAS, Grantors have agreed to grant such right-of-way and easement across Grantors' Property for such purposes under the terms, conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Repairs. Omega agrees to cause repairs to be made promptly, at its expense, to the presently damaged areas of the blacktopped driveways located on the East and North sides of the Grantors' Property, as previously identified by the parties.

2. Monthly Payment. As additional consideration for this Agreement, Omega agrees to pay to Grantors the sum of \$50.00 per month in advance, on the first day of each month, commencing August 1, 1988, and continuing until the "Termination Date", as hereinafter defined.

3. Right-of-Way and Easement. In consideration of the foregoing payments to be made by Omega to Grantors under Paragraphs 1 and 2 above, Grantors hereby grant to Omega, its successors and assigns, as an appurtenance to the Wendy's Property, a nonexclusive right-of-way and easement across those portions of the Grantors' Property presently used for driveway purposes, as shown on Exhibit "C" attached hereto and by this reference incorporated (the "Easement Area") for ingress and egress over, upon and across Grantors' Property to provide access to and from the Wendy's Property and Maplewood Boulevard. As presently improved, Grantors have installed parking bumpers along the common boundary line between the Wendy's Property and the Grantors' Property, except for a space of approximately 20 feet located along the Easterly 40 feet of the common boundary line. As long as this Agreement remains in effect, Grantors shall continue to permit the free and unencumbered use by Omega of the Easement Area, including the approximately 20 foot wide opening between parking bumpers at the approximate location which such opening presently exists.

4. Parking. Grantors shall not permit the parking of motor vehicles on the Easement Area.

5. Termination. This Agreement shall be for a term of three (3) years, commencing September 1, 1988, subject to the following:

(A) Grantor shall have the right to terminate this Agreement:

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(1) at such time and in the event that Grantors consummate a bona fide sale of Grantors' Property to an unrelated third person who does not wish to continue this Agreement, provided that Grantors serve written cancellation notice upon Omega at least thirty (30) days prior to the effective date of such termination, setting forth the identity of the proposed grantee of Grantors' Property and the date upon which this Agreement shall terminate (the "Termination Date"), which may be any date designated by Grantors after the effective date of the sale to such third person and the recording of the deed of conveyance from Grantors; or

(2) upon fifteen (15) days' prior written notice to Omega for failure to make the monthly payment set forth in Paragraph 2 above.

(B) Omega shall have right to terminate this Agreement at any time upon thirty (30) days' prior written notice to Grantors.

(C) In the event that Grantors desire to terminate this Agreement under Subparagraph (A) (1) above, such termination shall not become effective unless Grantors shall have paid Omega Eighty-Three Dollars and 33/100 (\$83.33) per month for each month less than three (3) years that this Agreement shall remain in effect to reimburse Omega for the pro rata portion of Three Thousand Dollars (\$3,000.00) expense paid by Omega at the inception of this Agreement to repair the Easement area.

6. Maintenance of Easement Area. During the term of this Agreement, Omega agrees to repair the surface of the Easement Area, except the South Twenty-Five (25) feet thereof, at its expense.

7. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, personal representatives and tenants of the parties hereto.

8. Notices. Any notices herein provided for shall be given by sending the same by Certified Mail, Return Receipt Requested, as follows:

(a) If to Omega:

Omega Foods, Inc.
Suite 1101, State Bank Center
Freeport, Illinois 61032

with a copy to:

Wendy's Old Fashioned Hamburger Restaurant
3706 North 90th Street
Omaha, Nebraska 68134

If to Grantors:

Stanley J. Wierzbicki
Patricia M. Wierzbicki
2518 South 31st Street
Omaha, Nebraska 68105

with a copy to:

N.P. Dodge Company
8701 West Dodge Road
Suite 300
Omaha, Nebraska 68114

or to such other address as shall be provided by either party to the other from time to time by similar notice.

BOOK 869 PAGE 70

IN WITNESS WHEREOF, this Agreement has been executed as the date first set forth above.

OMEGA FOODS, INC.,
a Nebraska corporation ("Omega")

By: *Steve King*
Its: *Steve King*

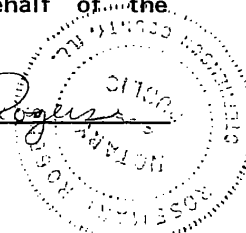
Stanley J. Wierzbicki
Stanley J. Wierzbicki, Grantor

Patricia M. Wierzbicki
Patricia M. Wierzbicki, Grantor

STATE OF ILLINOIS)
) ss.
COUNTY OF STEPHENSON)

The foregoing instrument was acknowledged before me this 31 day of October, 1988, by *Steve King*, President of OMEGA FOODS, INC., a Nebraska corporation, on behalf of the corporation.

Barbara A. Rogers
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 26th day of October, 1988, by Stanley J. Wierzbicki and Patricia M. Wierzbicki, husband and wife.



Emilee M. Stokes
Notary Public

BOOK 869 PAGE 71

EXHIBIT "A"

714-287 D

Lot 7 and that part of Lots 6 and 5, Block 4, Palomino Hills, an Addition to the City of Omaha, in Douglas County, Nebraska more particularly described as follows: Beginning at the Northwest corner of said Lot 7, thence Easterly along the North line of said Lot 7, (the South line of Manderson Street) extended, for 248.52 feet to the Easterly line of said Lot 5; thence southerly along the Easterly line of said Lots 5 and 6; (the Westerly line of 90th Street) along a curve to the left for an arc distance of 151.20 feet to the Southeasterly corner of said Lot 6; thence Westerly along the South line of Lots 6 and 7 for 230.0 feet (229.73 feet actual) to the Southwest corner of said Lot 7; thence Northerly along the West line of said Lot 7 for 150.00 feet (149.90 feet actual) to the point of beginning.

63-29320

EXHIBIT "B"

90-57 D

Lot Two. (2), Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

63-7110

WENDY'S

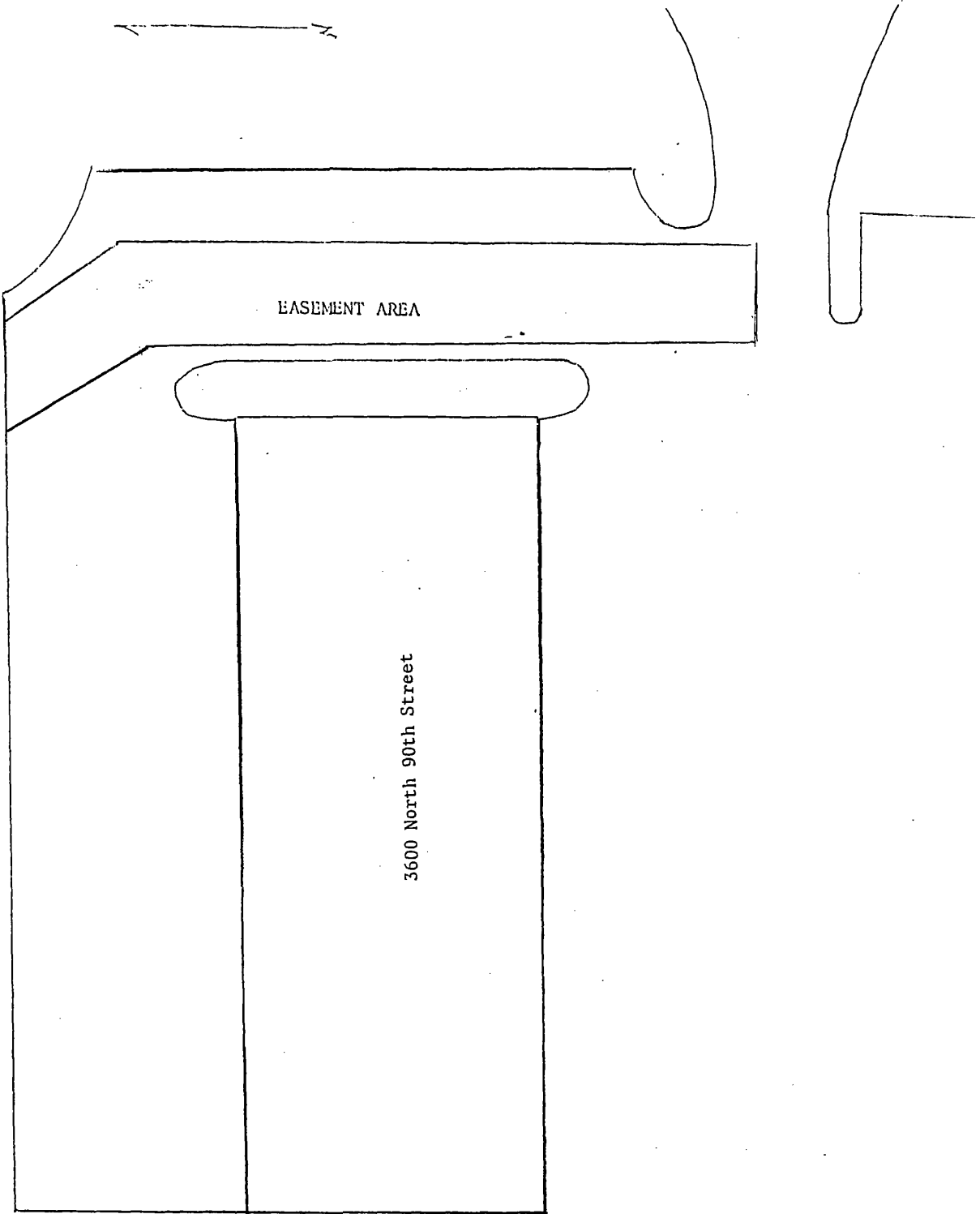


EXHIBIT "C"