

CROSS-EASEMENT AND AGREEMENT

WHEREAS, Van Dorn Shopping Center Ltd., Limited Partnership, a Nebraska limited partnership ("Limited Partnership"), is the developer of a parcel of ground containing 7.53 acres, more or less, generally located on the southeast corner of 70th and Van Dorn Streets in Lincoln, Lancaster County, Nebraska and particularly described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Limited Partnership is the owner of Parcel 1 of the real estate described on Exhibit A and as illustrated on Exhibit B, which parcel is immediately adjacent to Parcel 2 on its east and south boundaries; and

WHEREAS, Runza National, Inc., a Nebraska corporation ("Runza"), is the owner of Parcel 2 of said real estate as shown on Exhibit B also attached hereto and made a part hereof of said development containing approximately 25,600 square feet running approximately 157 feet along Van Dorn Street and approximately 160 feet along 70th Street less a triangle of property which is part of the streets rights of way; and

WHEREAS, Limited Partnership and Runza desire to provide for the orderly vehicular and pedestrian traffic flow, and to outline the obligations, rights and responsibilities of the various parties relative to the storm sewer installation, maintenance and repair; the proper and convenient placement of garbage disposal; to provide Runza with adequate room for drive-thru facilities and directional signs and adequate parking for the development of Parcel 2 as designed by Runza.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Runza hereby grants to Limited Partnership, its successors and assigns, the right, privilege and easement to construct, reconstruct, maintain, operate and replace a storm sewer and appurtenances thereto belonging, along and five foot either side of the storm sewer shown on the site plan which is attached hereto, marked Exhibit B and incorporated herein by this reference. Limited Partnership shall have the right of ingress and egress to said easement area from the public streets for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said storm sewer and appurtenances thereto without divesting Runza of title and ownership of the rights to use and enjoy the above described easement area for any purpose except the construction thereon of permanent buildings. Limited Partnership agrees to repair and replace trees,

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shrubbery, sod and any other improvements on the property hereinabove described to a condition fully equal to that existing before construction operations were commenced in the event of repair, replacement, reconstruction, inspection and maintenance.

2. Limited Partnership hereby grants to Runza, as long as it shall own Parcel 2, the right, privilege and easement for an access and drive-thru lane immediately to the east of Runza's property as shown on Exhibit B. Runza hereby agrees to be responsible and pay for all maintenance in connection with the constructing, reconstructing, repairing, operating and replacement of said access and drive-thru lane.

3. Limited Partnership hereby grants Runza, as long as it shall own Parcel 2, the right, privilege and easement to construct on Limited Partnership property a directional sign northeast of Runza's property and a garbage enclosure for its garbage dumpster southeast of Runza's property at the locations noted on Exhibit B. Runza shall have the responsibility and obligation for the construction, reconstruction, repair, maintenance and replacing of said directional sign and garbage enclosure. Provided further that Runza shall keep and maintain said sign and garbage enclosure in a high state of cleanliness, repair, and pleasance to the human eye. In any event, the garbage enclosure shall, at all times, be of sufficient size and dimension within the area depict on Exhibit B to shield any view of any dumpster contained in the enclosure from sight from Parcel 1; and further shall be painted with neutral tone of paint that does not, as much as possible, draw attention to it. In the event that the sign or garbage enclosure shall become unsightly or fall into disrepair in Limited Partnership's sole opinion, it shall have the right to cause repairs or maintenance be had, obtained and completed and Runza shall forthwith reimburse Limited Partnership of the cost therefor.

4. Limited Partnership hereby grants to Runza a mutual and non-exclusive cross-easement for vehicular and pedestrian traffic as shown on Exhibit A. It is the intention of the parties that this easement is for the parties, their agents, customers, vendors and other invitees to use said easement for access to and from one parcel to the other and shall run as shown on Exhibit B from the ingress/egress point on Van Dorn Street around Runza's property to and including the ingress/egress point off of 70th Street. Limited Partnership shall have the responsibility and obligation for the construction, reconstruction, repair and maintenance of this easement area.

5. Limited Partnership further grants to Runza a nonexclusive easement for vehicular parking in those areas designated on Exhibit A with it being the intention of the parties that these three (3) nonexclusive cross-easement vehicular parking areas generally located along 70th Street, east of and south of the Runza property, shall be kept and maintained by Limited Partnership and Runza strictly for invitees, customers, agents, vendors and parties not employed by Limited Partnership or Runza within Parcel 1 and Parcel 2. It is the intention of the parties hereto to provide Runza with approximately twenty-two (22) additional parking stalls but not to the exclusion of invitees of the other occupants of Parcel 1. Limited Partnership shall have the responsibility and obligation for the construction, reconstruction, repair and maintenance of this easement area.

6. It is understood and agreed that the maximum building size on Parcel 2 will be 4,000 square feet. Runza plans initially to build a 3,000 square foot building on said Parcel and hereby reserves the right to build an additional 1,000 square feet on said parcel. This right and reservation to build an additional 1,000 square feet shall survive sale of the land by either party and run with the land. In no event, can the building square footage exceed 4,000 square feet without the written consent of the owner of Parcel 1.

7. This Cross-Easement and Agreement is intended to, and it is hereby agreed that it does, supersede, replace, negate and void that certain Cross Easement and Memorandum of Agreement dated January 13, 1987, by and between the identical parties hereto which Cross Easement and Memorandum of Agreement was recorded on January 14, 1987, as Instrument No. 87-1240, Records of Lancaster County, Nebraska. Further provided that upon presentation of this instrument to the appropriate office of Lancaster County, Nebraska for recording, the recording officer shall release from record said Instrument No. 87-1240.

The parties, by execution hereof, do swear over and affirm that they are the identical parties to that instrument and that at the date of execution hereof the record owners of Parcels 1 and 2 respectively, and have the full right and ability to authorize said release from record.

8. Except as provided in Paragraphs 2 and 3 hereof, this instrument, and the covenants and agreements herein contained, shall inure to the benefit and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11th
day of August, 1987.

Van Dorn SHOPPING CENTER, LTD.,
LIMITED PARTNERSHIP

BY: Van Dorn SHOPPING CENTER,
INC., General Partner

Joseph H. Carter
Joseph H. Carter,
First Vice President

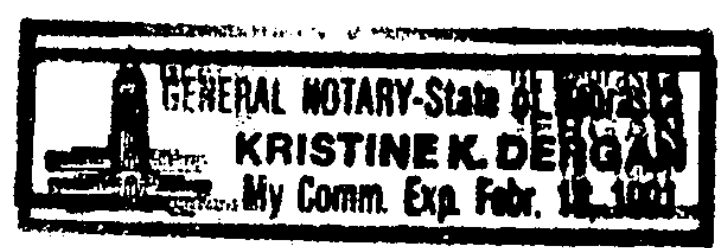
Runza NATIONAL, INC.,
A Nebraska Corporation

BY: [Signature]
TITLE: Vice President

STATE OF NEBRASKA)
)ss
COUNTY OF Lancaster)

Before me, the undersigned notary public, qualified in and for said county and state, personally appeared Joseph H. Carter, First Vice President of Van Dorn Shopping Center, Ltd., Limited Partnership, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Van Dorn Shopping Center Ltd., Limited Partnership, and his voluntary act and deed individually.

WITNESS my hand and notarial seal this 11th day of August, 1987.

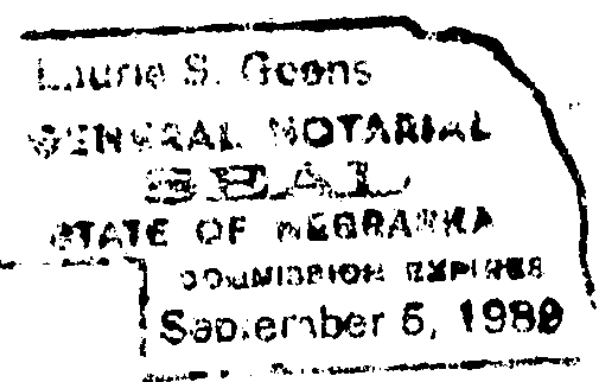


Kristine K. Dergan
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF Lancaster)

Before me, the undersigned notary public, qualified in and for said county and state, personally appeared Stephen H. [Signature], Vice President of Runza National, Inc., a Nebraska corporation, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Runza National, Inc. and his voluntary act and deed individually.

WITNESS my hand and notarial seal this 28 day of October, 1987.

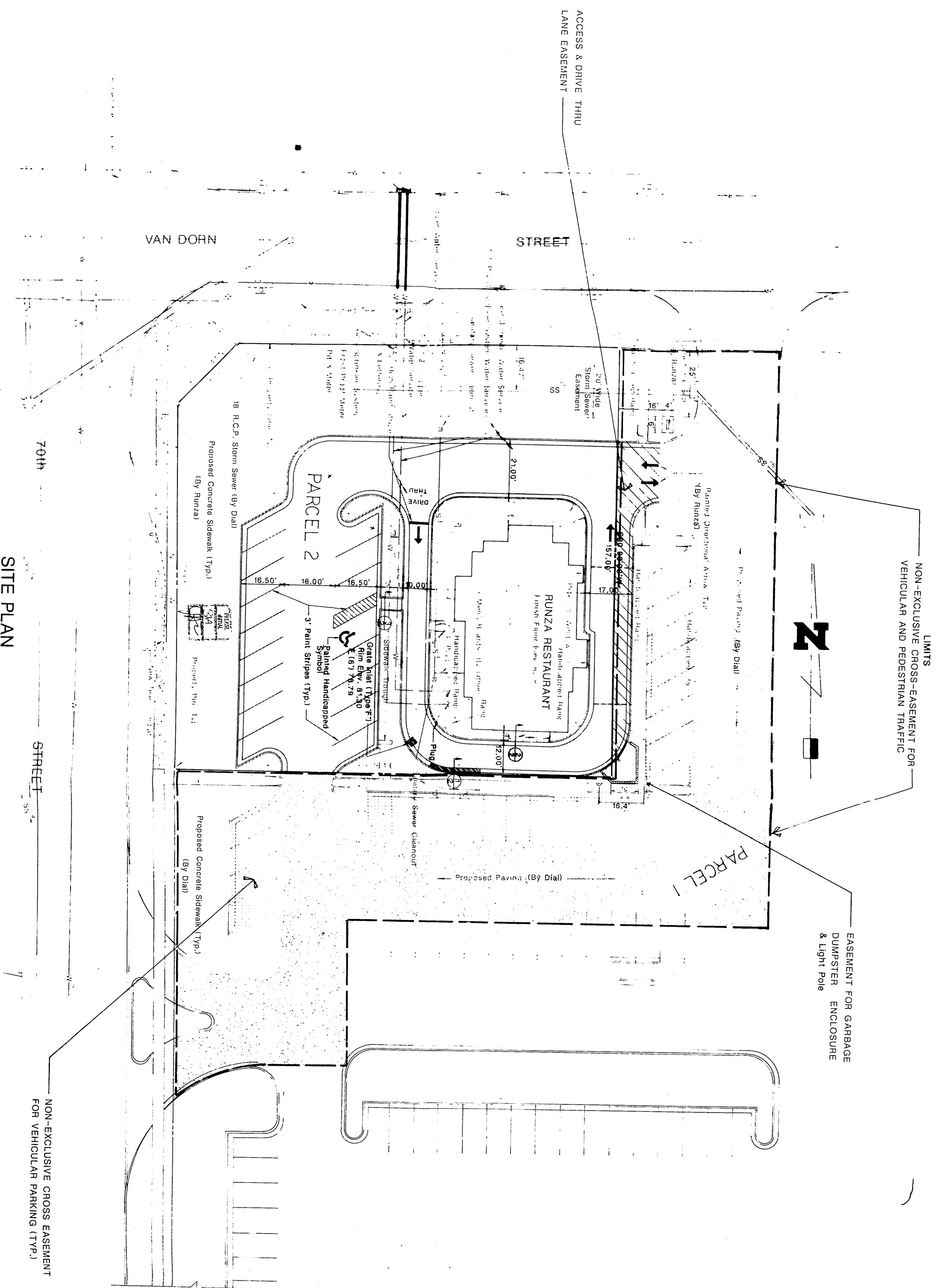


[Signature]
Notary Public

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EXHIBIT A

A TRACT OF LAND LOCATED IN THE NW $\frac{1}{2}$, NW $\frac{1}{2}$ OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ A DISTANCE OF 82.50', THENCE SOUTHERLY ON A LINE WHICH IS 82.50' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ A DISTANCE OF 40.00' TO THE POINT OF BEGINNING, THENCE EASTERLY ON A LINE WHICH IS 40.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ ON AN ASSUMED BEARING OF N89°30'35"E A DISTANCE OF 479.49', THENCE SOUTHERLY ON A LINE WHICH IS 562.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ ON A BEARING OF S0°00'00"W A DISTANCE OF 667.00', THENCE WESTERLY ON A LINE WHICH IS 707.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ ON A BEARING OF S89°30'35"W A DISTANCE OF 490.99' TO A POINT WHICH IS 71.00' EAST OF THE WEST LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$, THENCE NORTHERLY ON A LINE WHICH IS 71.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW $\frac{1}{2}$, NW $\frac{1}{2}$ ON A BEARING OF N0°00'00"E A DISTANCE OF 23.82' SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SOUTH 70TH STREET, THENCE N90°00'00"E ALONG SAID R.O.W. LINE A DISTANCE OF 44.37', THENCE N0°00'00"E ALONG SAID R.O.W. LINE A DISTANCE OF 60.00', THENCE N90°00'00"W ALONG SAID R.O.W. LINE A DISTANCE OF 45.00', THENCE N1°00'00"W, ALONG SAID R.O.W. LINE A DISTANCE OF 560.85', THENCE N44°13'52"E ALONG SAID R.O.W. LINE A DISTANCE OF 31.42' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 7.53 ACRES MORE OR LESS.



LIMITS
NON-EXCLUSIVE CROSS-EASEMENT FOR
VEHICULAR AND PEDESTRIAN TRAFFIC



EASEMENT FOR GARBAGE
DUMPSTER
& Light Pole
ENCLOSURE

NON-EXCLUSIVE CROSS EASEMENT
FOR VEHICULAR PARKING (TYP.)

EXHIBIT B
CROSS EASEMENT
RUNZA—VAN DORN S. C., LTD.

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INST. NO. 87 36290
\$65.00

Sheet No. 1 OF 1	EXHIBIT "A" SITE PLAN	RUNZA RESTAURANT 70TH & VAN DORN LINCOLN, NEBRASKA	1990 E.F.B. 1987	1"=20' RWR RER	NOV 23 1987
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Ross Engineering, Inc.
Engineers • Surveyors • Planners
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