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By

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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CERTIFICATION

I, Forrest D. Chapman, Executive Director of the Nebraska Liquor Control Commission, do hereby certify that the attached document is a true and correct copy of an Agreement - Right of First Refusal and Transfer of Title which was filed with this Commission on September 29, 1994.



June 11, 1999

Forrest D. Chapman, Executive Director

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DEL _____ SCAN ds fv

Ruby A. Vendotte
1526 Park Wild Avenue
Omaha NE 68108

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MAY 28 1999

NEBRASKA LIQUOR
CONTROL COMMISSION

SEP 29 1994

AGREEMENT - RIGHT OF FIRST REFUSAL AND TRANSFER OF TITLE

THIS AGREEMENT, dated this 1st day of April, 1994, is made by and between PATRICK L. VENDITTE and JANET VENDITTE, a married couple currently resident at 1220 South 6 Street, Omaha, Nebraska 68108, who are hereafter sometimes referred to as "PJV" for convenience, together as party of the first part on the one hand; and LOUIS A. VENDITTE SR. and RUBY A. VENDITTE, a married couple currently resident at 1526 Park Wild Avenue, Omaha, Nebraska 68108, who are hereafter sometimes referred to as "LRV" for convenience, together as party of the second part on the other hand; which parties hereby agree as follows:

1. This agreement relates to certain real property, located in the City of Omaha, Douglas County, Nebraska, and legally described as follows:

the whole of Lot 5 in Block 171, original City Lots of the City of Omaha, and a strip measuring one foot (1') of the vacant alley adjoining such Lot on the North; all located in Omaha, Douglas County, Nebraska;

the same being commonly known as 613-625 South 16 Street in Omaha, Douglas County, Nebraska, and presently capable of being considered as consisting of the following portions: A first floor and basement area presently rented by the Cornhusker Driving School and having a mailing address at 613 South 16 Street in Omaha ("613"); a second floor area comprising one large residential apartment and having a mailing address at 613½ South 16 Street in Omaha ("613½"); a first floor area rented partially by the Cornhusker Driving School and partially by a law office, and having a mailing address at 615 South 16 Street in Omaha ("615"); a first floor and basement area rented to a liquor establishment generally known as Margo's, located at the addresses commonly known as 617 and 619 South 16 Street in Omaha and having a mailing address at 617 South 16 Street in Omaha ("617"); a second and third floor area composed of several residential apartments and having a mailing address at 617½ South 16 Street in Omaha ("617½"); and a basement, first floor and second floor area located at the addresses commonly known as 621, 623 and 625 South 16 Street in Omaha and having a mailing address at 623 South 16 Street in Omaha ("623"), the last such area being under the effective control of LRV.

2. LRV agree that after execution of this Agreement they will be solely responsible for the payment for electricity, gas, water and other utilities as supplied to 623; that they will pay to PJV, or to Anthony Venditte as their agent, as their share of taxes and insurance relating to the building the sum of One Hundred Forty Dollars (\$140.00) per month, beginning at May 10, 1994, and continuing at the tenth day of every month thereafter, the same sum to be adjustable based on increase or decrease in the rate of taxes and insurance payable by PJV hereafter; and that they will maintain the exterior of 623, while PJV will continue to maintain the exterior of 613, 613½,

615, 617 and 617½; all for as long as PJV shall in fact own the premises herein referred to as 613, 613½, 615, 617 and 617½.

3. In return for past consideration as given by LRV to PJV and hereby acknowledged as good and sufficient consideration for the transfer immediately hereinafter described, PJV hereby agree that they will, upon complete payment of the present first mortgage on the premises or any first mortgage in immediate chain of succession thereto, surrender to LRV title to 623 and sign in favor of LRV a quitclaim deed to such premises in evidence thereof.

4. PJV and LRV agree upon mutual rights of first refusal as follows: if PJV, at any time when it shall have ownership of the same, shall wish to sell the realty remaining in their effective possession and control (namely 613, 613½, 615, 617 and 617½), they shall first offer to sell the same at the prevailing market price, which offer shall be made by presentation of a notice by PJV of their intention to sell in writing to LRV and which notice must give to LRV at least thirty days to exercise their right to purchase; and if LRV shall wish to sell 623 after their right to receipt of title thereto shall become effective, they shall first offer to sell the same at the prevailing market price to PJV, which offer shall be made by presentation of a notice by LRV of their intention to sell in writing to PJV and which notice must give to PJV at least thirty days to exercise their right to purchase; but PJV shall in no event attempt to sell 623 to any third party without the express written approval and consent of LRV.

5. By the terms of this Agreement, no obligation shall be placed upon LRV to pay any part of the outstanding mortgage for the entire premises, including 623, which shall remain the sole obligation of PJV, any past business practice to the contrary; but no mortgage, mechanic's lien, easement or other encumbrance hereafter placed or allowed by LRV on or affecting 623 shall be considered to burden the premises retained by PJV or to create in PJV any obligation to pay upon or satisfy the same.

6. Upon the decease of any or both of the marital partners forming PJV and/or LRV, this Agreement shall continue in full force and effect to the benefit of, and passing all duties and obligations herein recited to the heir or heirs of such party or parties.

7. Neither party shall use or operate its controlled portion of the premises in such a manner as to unduly burden or to damage the portion remaining to the other; but PJV agree that the intended future operation by LRV of a transportation terminal at 623 shall not by itself be considered as a burden upon the premises retained by PJV.

8. This Agreement shall be governed by the laws of the State of Nebraska, and any arbitrator, administrative tribunal, court or other body required to interpret the terms of this Agreement shall rely upon the laws of the State of Nebraska in so doing.

9. This Agreement is the full and complete understanding between the parties hereto with relation to the subject matter hereof; and no other agreement, written or oral, between the parties hereto with relation to such subject matter may be considered as modifying, amending or explaining this Agreement, unless such agreement shall be a subsequent agreement in writing and purporting by its terms to effect such modification, amendment or explanation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and signed their names thereto as hereinbelow shown this 1st day of April, 1994.

PATRICK L. VENDITTE and
JANET VENDITTE, as party
of the first part

Patrick L. Venditte

PATRICK VENDITTE
1220 South 6 Street
Omaha, Nebraska 68108

Janet Venditte

JANET VENDITTE
1220 South 6 Street
Omaha, Nebraska 68108

LOUIS A. VENDITTE and
RUBY A. VENDITTE, as party
of the second part

Louis A. Venditte

LOUIS A. VENDITTE
1526 Park Wild Avenue
Omaha, Nebraska 68108

Ruby A. Venditte

RUBY A. VENDITTE
1526 Park Wild Avenue
Omaha, Nebraska 68108

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