



MISC 2003102863



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, ME

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(5)

AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of January, 2003, by and between Thomas A. Evans and Brenda K. Bergman-Evans ("Evans") and SSL Laundry, Inc., a Nebraska corporation ("Corporation").

WHEREAS, Evans are the owners of the property described on attached Exhibit "A"; and

WHEREAS, Corporation is the owner of the property described on attached Exhibit "B"; and

WHEREAS, Evans and Corporation desire to set forth their agreement concerning the joint use of a portion of Tract B ("Joint Use Area") as more fully described on attached Exhibit "C".

NOW, THEREFORE, in consideration of the following covenants and conditions the parties agree as follows:

1. Joint Use. So long as the property described on Exhibit "A" is used for the operation of a Dairy Queen retail outlet, whether or not such use is seasonal, Evans and their successors and assigns, and the customers of the Dairy Queen store, shall have the right to use the Joint Use Area for the purpose of a park and outdoor eating area. Corporation hereby grants such a right and/or license to Evans and their successors and assigns and agrees to allow Evans, their successors and assigns, and the Dairy Queen customers to use the Joint Use Area for the purposes specified above, and grants access to the Joint Use Area to them for such purposes. Corporation, its successors and assigns, Corporation's tenants in the property described on Exhibit "B", and the customers of Corporation's tenants shall also have the right to use the Joint Use Area for the purposes specified above.

2. Maintenance. Evans shall be solely responsible for, and shall bear all costs related to, the routine and normal maintenance of the Joint Use Area. Routine and normal maintenance shall include but not be limited to lawn care and trash pickup. Evans shall at all times keep the Joint Use Area in a clean and tidy condition.

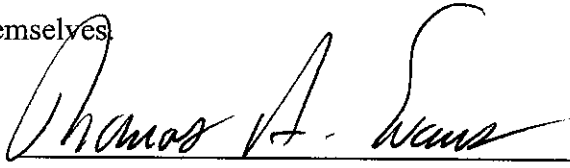
3. Insurance. Evans and Corporation shall each carry liability insurance covering the Joint Use Area.

4. Improvements. Evans may place picnic tables and benches and trash receptacles in the Joint Use Area. Evans may not construct permanent improvements or alter the grade or character of the Joint Use Area without the express written consent of Corporation.


5. Amendment. No amendment or modification of this Agreement shall be effective unless reduced to writing and signed by the parties.

6. Binding Effect. This Agreement shall be binding upon the heirs, successors and assigns

of the parties as fully as upon the parties themselves.

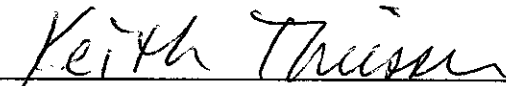


Thomas A. Evans



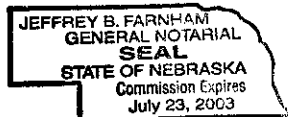
Brenda K. Bergman-Evans

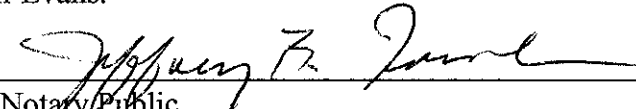
SSL LAUNDRY, INC., a Nebraska corporation

By: 
Its President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

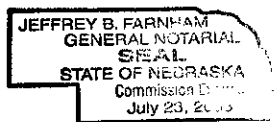
The above and foregoing was acknowledged before me on this 31 day of January, 2003,
by Thomas A. Evans and Brenda K. Bergman-Evans.




Notary Public

STATE OF NEBRASKA)
)Ss.
COUNTY OF DOUGLAS)

The above and foregoing was acknowledged before me on this 31 day of January, 2003,
by Keith Thiessen, President of SSL Laundry, Inc., a Nebraska corporation, on behalf of said
corporation.



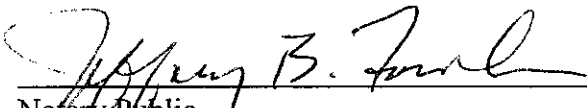

Notary Public

EXHIBIT "A"

Lot 1, Block 2, Bensoncrest, an addition to the City of Omaha, Douglas County, Nebraska, except the following:

The West 50 feet of Lot 1, Block 2, Bensoncrest, an addition to the City of Omaha, Douglas County, Nebraska, except the North 7 feet thereof.

EXHIBIT "B"

The West 50.00 feet of Lot 1, Block 2, Bensoncrest, an addition to the City of Omaha, Douglas County, Nebraska, except the North 7.00 feet thereof.

Lot 6, Block 2, Bensoncrest, an addition to the City of Omaha, Douglas County, Nebraska, except that part described as follows:

Beginning at the Northwest corner of Lot 6; Thence East along the North line of Lot 6, 140.00 feet to the Northeast corner of said Lot 6; Thence South along the East line of said Lot 6 a distance of 7.00 feet; Thence West along a line parallel to the North line of Lot 6, a distance of 130.50 feet to a point 7.00 feet South and 9.50 feet East of the Northwest corner of said Lot 6; Thence Southwesterly a distance a 19.50 feet to a point on the West line of Lot 6, said point being 24.00 feet South of the Northwest corner of Lot 6; Thence North along the West line of Lot 6, a distance of 24.00 feet to the point of beginning.

EXHIBIT "C"

The South 60 feet of the West 50 feet of Lot 1, Block 2, Bensoncrest, an addition to the City of Omaha, Douglas County, Nebraska