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GEORGE J. BURKE, JR.  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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EASEMENT AGREEMENT

This Easement Agreement is entered into this 15th day of September, 1995, by and between GENERAL SERVICE PROPERTIES, a Nebraska General Partnership hereinafter referred to as "GSP", and MAHR BROS. GASOLINE ALLEY, INC., hereinafter referred to as "MAHR".

R E C I T A L S :

WHEREAS, MAHR is the owner of the following described real property located in Douglas County, Nebraska, to-wit:

Lot 1, Gasoline Alley, a subdivision in the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, GSP is the owner of the following described real property located in Douglas County, Nebraska, to-wit:

Lot 2, Gasoline Alley, a subdivision in the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, GSP has agreed to grant to MAHR an easement across Lot 2.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed as follows:

Grant. GSP hereby grants to MAHR, its, successors and assigns, an easement for egress and ingress as hereinafter described across a part of Lot 2 legally described as follows, to-wit:

The North thirty-eight feet (38') of Lot 2 in Gasoline Alley, a subdivision in the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

The express purpose of this easement is to allow MAHR, its tenants, servants, visitors, business invitees and licensees in common with all others having a like right, at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of Lot 1, the right to pass and repass along such easement to utilize the curb cut existing from Lot 2 onto 85th Street. This easement is non-exclusive and neither GSP nor MAHR shall use this easement in a manner which would exclude the other therefrom. It is understood and agreed that Mahr shall not have the right to park vehicles within the easement at any time without the express written consent of the owner of Lot 2. If at any time the City of Omaha requires GSP, or its successors or assigns to close the curb cut which now exists on Lot 2, this easement shall terminate.

To have and to hold the afore-granted easement unto MAHR, its successors, and assigns as appurtenant to the land. This easement shall run with the land and be binding thereon subject to the terms, conditions and provisions for termination contained herein.

IN WITNESS WHEREOF GSP has executed the easement the date and year first above written.


GENERAL SERVICE PROPERTIES, a  
Nebraska General Partnership

By: [Signature]  
General Partner

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Be it known, that on the 19 day of September, 1995, before me personally appeared a. J. Leavitt, who is known to be a general partner of General Service Properties, a Nebraska general partnership, and the person who executed the above Easement Agreement, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

 GENERAL NOTARY - State of Nebraska  
MICHELLE ENGLE  
My Comm. Exp. July 16, 1999

Michelle Engle  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



Warren R. Whitted, Jr.  
Lawyer

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