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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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2009

**EASEMENT OF INGRESS AND EGRESS**

Mid-America Bethal Limited Partnership, formerly known as

**THIS EASEMENT IS ENTERED INTO** as of this 16 day of January, 1998 by and between Dial Bethal Limited Partnership, a Nebraska limited partnership, Grantor (hereinafter referred to as "Grantor") and Super Wash, Inc., an Illinois corporation, d/b/a Super Wash of Morrison, Inc., Grantee (hereinafter referred to as "Grantee").

**WHEREAS**, Grantor is the owner of the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's property");

**WHEREAS**, Grantee is the owner of the real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Grantee's property");

**WHEREAS**, Grantor's property adjoins Grantee's Property on three sides;

**WHEREAS**, Grantor and Grantee each acquired their property from a common Grantor; and

**WHEREAS**, Grantee has no means of ingress and egress to the property described in Exhibit "B" except by passing over Grantor's property.

**NOW, THEREFORE**, in consideration of \$7,500.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties grant and agree as follows:

1. **Easement of Ingress and Egress.** Grantor hereby grants to Grantee, its successors and assigns, employees, agents, invitees, patrons, customers, concessionaires, and licensees, the nonexclusive and nonrevocable easement and right, in common with all of the persons having the like-right, the full and free right and liberty, at all times, on foot or in vehicles, to use the parking and common area of Grantor's property, including without limitation all parking areas, loading areas, driveways, truck-ways, walks, sidewalks, ramps, tunnels, ingress and egress for all lawful purposes connected with the use and enjoyment of Grantee's premises as a commercial vehicle wash facility. To hold the said right-of-way hereby granted to the Grantee, its heirs, successors and assigns, as appurtenant to its said premises.

Grantor shall maintain and keep in good order, repair and condition, the parking areas and common areas (including but not limited to, lighting, painting, policing, inspecting, landscaping, cleaning, paving, striping and drainage). Grantor agrees to provide clean-up, policing and lighting to those areas of ingress and egress adjacent to Grantee's premises and further keep same reasonably free from snow, ice, refuse and rubbish.

Grantor shall not erect any structure that would impede the flow of vehicular or pedestrian traffic to or from Grantee's property or to the shopping center except that Grantor may erect a structure at a point no nearer than twenty-one (21) feet to the south of Grantee's southern most property line. However, this covenant shall not prevent Grantor from the installing appropriate traffic directional markings for the purpose of regulating the flow of vehicular traffic across the remainder of Grantor's property. Grantee shall install appropriate directional markings suggesting traffic exit Grantee's property to the east.

2. **Term.** The easements, restrictions and covenants and conditions contained herein shall be perpetual.

3. **Covenants Running With the Land.** The easements hereby granted, the restrictions hereby imposed and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit and be binding upon, the parties hereto, their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any part of the Grantor's property or the Grantee's property and all persons claiming under them.

4. **Enforcement.** Enforcement of these easements, restrictions, covenants and conditions shall be made by any proceeding at law or in equity against any persons violating or attempting to violate any provision, and the failure of any party to enforce any provision herein contained shall in no event be deemed a waiver of their right to do so thereafter.

5. **Construction.** -The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16TH day of January, 1998.

MID-AMERICA BETHAL LIMITED PARTNERSHIP  
A NEBRASKA LIMITED PARTNERSHIP  
~~DIAL BETHAL LIMITED PARTNERSHIP,~~  
Grantor,

ATTEST:

BY: MID-AMERICA REALTY INVESTMENTS, INC.  
A MARYLAND CORPORATION

By: *Dennis A. Hethum*

Title: President

SUPER WASH, INC., d/b/a SUPER WASH  
OF MORRISON, INC., Grantee,

ATTEST:

*Mary K Black, Sec.*

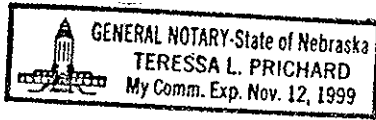
By: *Joseph B. Herman*

Title: SENIOR VICE PRESIDENT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Dennis G. Gethmann to me known and known to be the person described in and who executed the foregoing instrument acknowledge before me that Dennis G. Gethmann executed the same freely and voluntarily for the purpose therein expressed.

WITNESS by hand and official seal at \_\_\_\_\_ said county and state this 16<sup>th</sup> day of January, 1998.



Teressa L. Prichard  
Notary Public, State of Nebraska

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF WHITESIDE )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JOSEPH B. HERMES to me known and known to be the person described in and who executed the foregoing instrument as the SENIOR VICE PRESIDENT of Super Wash, Inc., d/b/a Super Wash of Morrison, Inc., an Illinois corporation, and he acknowledged before me that he executed the same as such officer, that he was authorized to do so, and that such is the act and deed of said corporation.

WITNESS by hand and official seal at \_\_\_\_\_ said county and state this 5<sup>th</sup> day of FEBRUARY, 1998.



Cinda Wiersema  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Grantor's property is described as follows:

Lot 3, Stockyards Plaza II, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

**EXHIBIT "B"**

Grantee's property is described as follows:

Lot 2, Stockyards Plaza II, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.