

AGREEMENT TO MODIFY
RESTRICTIVE COVENANTS

WHEREAS, the undersigned, DAVID E. BEBER and ARLENE BEBER, husband and wife, were the owners of certain property located in Douglas County, Nebraska, described as

That part of Lot Three (3), Block Five (5), in ROCKBROOK HEIGHTS, an Addition to the City of Omaha, more particularly described as follows:

Beginning at a point 150 feet South of the Northeast corner of Lot Three (3), Block Five (5), in ROCKBROOK HEIGHTS, thence South 135 feet, thence West 120 feet, thence North 135 feet, thence East 120 feet to the point of beginning; and

WHEREAS, on October 13, 1965 the said David E. Beber and Arlene Beber executed and delivered a Warranty Deed conveying the above described property to Irving J. Hanssmann and that said Warranty Deed was recorded in the office of the Register of Deeds for Douglas County, Nebraska on December 3, 1965 in Book 1272, Deed Records at Page 341; and

WHEREAS, the above described Deed contained the following Restrictive Covenants:

"By acceptance of this Deed, the Grantee, for himself, his heirs, executors, administrators and assigns, does agree and covenant that the said premises shall not be used by any business engaged exclusively in the operation of a car wash or engaged exclusively in the preparation of or sale of bakery products."

; and

WHEREAS, on or about the 29th day of July, 1964, the said David E. Beber entered into a Lease Agreement as Lessor with John R. Lauritzen as Lessee under which Lease property described as

"Beginning at a point 285 feet South of the Northeast corner of Lot Three (3), Block Five (5), ROCKBROOK HEIGHTS, Douglas County, Nebraska, thence South 150 feet, thence West 120 feet, thence North 150 feet, thence East 120 feet to the point of beginning."

was leased to the said John R. Lauritzen for the purpose of operating an automobile washing business and directly related activity; that said Lease has been assigned to and is now in favor of Farmers and Merchants Company of Bloomfield; and

WHEREAS, the Restrictive Covenant contained in the Warranty Deed recorded in Book 1272, Deed Records at Page 341 was for the benefit and protection of John R. Lauritzen and his assigns; and

WHEREAS, Continental Oil Company is purchasing the property first above described for use as a service station which will include the construction, operation and maintenance of automobile wash facilities; and

WHEREAS, the said Irving J. Hanssmann and Continental Oil Company have requested that the above described Restrictive Covenant be modified so as to grant Continental Oil Company its successors and assigns the right to use said premises as hereinafter provided and the said David E. Beber, Arlene Beber, John R. Lauritzen and Farmers and Merchants Company of Bloomfield have agreed to such modification.

NOW THEREFORE, for valuable consideration the undersigned hereby consent that said Restrictive Covenants be, and the same are, hereby changed and modified so that Continental Oil Company, its successors or assigns shall have the right and it is hereby

granted the right to use said premises for the erection and maintenance of a service station, which service station will include the operation of car wash facilities and it is further agreed that said Continental Oil Company may operate said car wash facilities on said premises in the same manner as though the original Restrictive Covenant relating to such car wash facilities had never been made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and the corporate seal of Farmers and Merchants Company of Bloomfield to be hereto affixed this 16th day of May, 1970.

David E. Beber
David E. Beber

Arlene Beber
Arlene Beber

John R. Lauritzen
John R. Lauritzen

FARMERS AND MERCHANTS COMPANY OF BLOOMFIELD

By [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of May, 1970, before me the undersigned, a Notary Public in and for said County personally appeared DAVID E. BEBER and ARLENE BEBER, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

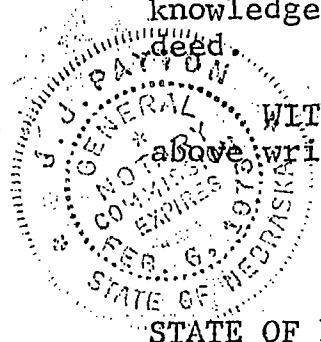
WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16th day of May, 1970, before me the undersigned, a Notary Public in and for said County personally appeared JOHN R. LAURITZEN, to me personally known to be the identical person whose

name is affixed to the above and foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

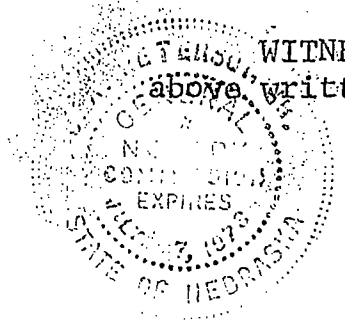


WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of May, 1970, before me the undersigned a Notary Public in and for said County, personally came JOHN R. LAURITZEN, to me personally known to be the President of FARMERS AND MERCHANTS COMPANY OF BLOOMFIELD, a corporation and the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of such corporation and that the corporate seal of said corporation was thereto affixed by its authority.



WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public

D 19 msec

RECEIVED
STATE OF NEBRASKA
Douglas County
Faintly legible text: "Faintly legible text and filed for record in the Register of Deeds of said County and recorded in Book 490 of M.C.C." and "Page 1"

C. Harold Oetler
Register of Deeds

By _____ Deputy
MAIL _____
N _____ G.P.N.P.C.
Compared _____ Fee 1.325

764-733
Movemen, Fike, Shurtell
a Davis
475 Continente Bldg
64-719