



AFTER RECORDING RETURN TO AND SEND TAX BILLS TO:

204th Street Car Wash, LLC
Attn: Christopher L. Erickson
222 S. 15th Street
Omaha, NE 68102

SPECIAL WARRANTY DEED

MENARD, INC., a Wisconsin corporation (“Grantor”), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from 204th Street Car Wash, LLC, a Nebraska limited liability company (“Grantee”), grants, bargains, sells and conveys unto Grantee the following described real estate in the City of Omaha, Douglas County, Nebraska:

**Lot 2, Menards Subdivision Replat Four, an Addition to the City of Omaha,
as surveyed, platted and recorded in Douglas County, Nebraska,**

hereinafter referred to as the “Property,”

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and remainders, and the revision and reversions, remainder, rents, issues and profits thereof: TO HAVE AND TO HOLD the Property as above described, with the appurtenances, unto the Grantee forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, that it has not done or suffered to be done, anything whereby the Property hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under Grantor and none other, it **WILL WARRANT AND DEFEND TITLE to the Property**, subject to: general real estate taxes and assessments not yet due and payable, and special assessments caused by Grantee’s activities or improvements; acts of Grantee and those parties claiming by, through and under Grantee; building and zoning laws; county and municipal ordinances; state and federal regulations; easements, covenants and restrictions apparent or of record, including that certain Declaration of Reciprocal Easements and Restrictive Covenants recorded April 9, 2008 as Doc. Number 2008034360 and that certain Supplement to Declaration of Reciprocal Easements and Restrictive Covenants recorded September 15, 2014 as Doc. Number 2014072435; and the following covenants which Grantor shall reserve for its use, and the use of its successors or assigns, as an appurtenance to the Property:

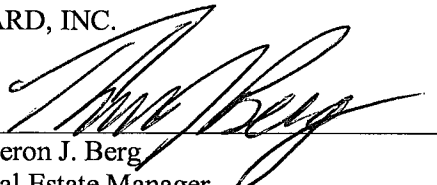
Site Development Approval: In order to ensure that the area consisting of Grantor's adjacent property and the Property is developed and maintained as a cohesive development, that the development of the Property does not have an adverse impact upon the visibility of the Grantor's property and that the parking, access and circulation areas can accommodate an orderly flow of traffic to and from the respective properties, the Grantor, its successors and assigns, reserve the right to approve or disapprove, in writing, the use, plans, and specifications for any and all development of the Property. Grantor shall expressly allowed by the Grantee to install a pole signs similar in height and size to the other tenants along 204th Street in the development, and building signage in a quantity consistent with the City of Omaha signage budget calculations. The Property shall not be sub-divided or split into multiple lots. Grantee must improve, develop and maintain the entire parcel with either a building, parking facilities or landscaping in order to avoid the appearance of any vacant or undeveloped areas on the Property. No building, structure, or other improvement will be erected, materially altered or placed upon the Property unless the use, plans, specifications and site development plans are approved by Grantor, which approval or disapproval will be at Grantor's sole discretion. Grantor will approve or disapprove any plans or specifications within fifteen (15) days after its receipt of such plans or specifications and Grantor's request for review, and failure to approve or disapprove within fifteen (15) days will constitute approval. This restriction will run with the land for a period of twenty (20) years.

Existing Improvements: Grantee hereby acknowledges that certain utility lines/irrigation/drainage/improvements (together, the "Existing Improvements") may be currently located on or under the surface of the Property or adjacent to the boundary of the Property. Grantor hereby reserves an easement for the operation, maintenance, repair, and replacement of all such Existing Improvements. No building or structure may be built over any Existing Improvement, and at its sole cost Grantee must promptly repair any damage caused by Grantee to any Existing Improvement. If Grantee desires to relocate any of the Existing Improvements affecting or encumbering the Property, any such relocation shall be completed at Grantee's sole cost, with minimum interruption to Grantor's utility service or drainage and only upon Grantor's prior written approval of the plans and specifications for all aspects of such relocation, which shall not be unreasonably withheld. If any utility service is interrupted, Grantee shall pay to Grantor the sum equal to (x) in the case of an interruption of electric service to a pylon or monument sign owned by Grantor, \$500.00 for each day of interruption of said service, or (y) Grantor's actual damages incurred as a result of the interruption of any other utility service.

Grantor's Right to Repurchase: In the event Grantee fails to commence construction of its improvement on the Property on or before the first anniversary of the date of recording of this instrument, Grantor may repurchase the Property from Grantee for the Purchase Price set forth in Section 10 of that certain Purchase and Sale Agreement by and between Grantor and Grantee dated July 8, 2018, as amended and assigned. For the purpose of this covenant, commencement of construction shall be defined as the installation of building footings. Grantor will exercise its right to repurchase by providing written notice thereof to Grantee within one hundred eighty (180) days after the date of the first anniversary of the date of recording of this instrument. The repurchase of the Property must be completed within thirty (30) days after the date of Grantor's notice to Grantee of its intention to repurchase the Property. Grantee shall convey good and insurable fee title to the Property by Warranty Deed free and clear of any encumbrances or liens (except for encumbrances to which the Property was subject immediately prior to the time Grantor conveyed the Property to Grantee).

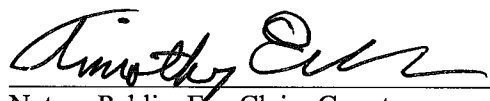
IN WITNESS WHEREOF, said Grantor has caused these presents to be executed this 23 day of April, 2019.

MENARD, INC.

By: 
Theron J. Berg
Real Estate Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

On this 23 day of April, 2019 before me a Notary Public within and for said County and State, personally appeared Theron J. Berg to me personally known, who being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation executing the within and foregoing instrument, that this instrument was signed on behalf of Menard, Inc. by authority of its Board of Directors and that Theron J. Berg, Real Estate Manager, as such representative acknowledged the execution of this instrument to be the voluntary act and deed of Menard, Inc. by it and by him voluntarily executed.


Notary Public, Eau Claire County
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:
Timothy Enyeart, Corporate Counsel
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703