

After Recording, Return To:
Jessica B. Greenwald, Esq.
O'Neill Heinrich Damkroger Bergmeyer
& Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028
6102474 NT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Easement**") is entered into by and between TKA PROPERTIES, LLP, a Nebraska limited liability partnership (the "**Grantor**") and NORTH CREEK CAR WASH, INC., a Nebraska corporation (the "**Grantee**").

RECITALS:

A. Grantor is the owner in fee simple of the certain parcel of real property legally described as Lots 2 and 3, Block 1, North Creek 2nd Addition, Lincoln, Lancaster County, Nebraska (the "**Easement Property**").

B. Grantee is the owner in fee simple of the real property legally described as Lot 1, Block 1, North Creek 2nd Addition, Lincoln, Lancaster County, Nebraska (the "**Benefitted Property**").

C. A portion of the driveway providing access to the Benefitted Property is located on the Easement Property. That portion of the Easement Property (the "**Easement Area**") on which such portion of the driveway is located as legally described as set forth in Exhibit A attached hereto and depicted in the diagram set forth in Exhibit B attached hereto.

D. Grantor desires to grant to Grantee a perpetual, non-exclusive easement for ingress and egress over, upon and across the Easement Area to provide access to the Benefitted Property.

NOW, THEREFORE, in consideration of \$10.00 and other considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement Grant. Grantor hereby grants to Grantee, its successors, assigns, invitees, licensees, and guests as an easement appurtenant to the Benefitted Property, a perpetual easement for ingress and egress over, upon and across the Easement Area.

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NOCR2

2. No Obstructions. No fence, barricade or other improvement or obstruction shall be constructed on the Easement Property which would in any way interfere with the exercise of the easement granted herein or interfere with access over and across the Easement Area.

3. No Prescriptive Rights. Nothing herein shall create a gift or dedication of any portion of the Easement Property to the general public. The easement described herein may only be used by the persons authorized herein to use such easement, and their respective tenants, occupants, guests, invitees, permittees, licensees and contractors.

4. Subordination. Grantor hereby represents and warrants to Grantee that Grantor has authority to enter into this Easement, the execution hereof will not violate any deed of trust or other contract to which Grantor or the Easement Property is bound, and the easements described herein shall have priority over any lien or other encumbrance against the Easement Property. Grantor further hereby agrees that any agreement entered hereafter which pertains to the Easement Property, or any part thereof, will be subordinate to the easement described herein.

5. Maintenance. The owner of the Benefitted Property shall, at its sole cost and expense, maintain in good condition and repair, including but not limited to, snow and ice removal, the Easement Area exclusively used for ingress and egress of the Benefitted Property, and the owner of the Easement Property shall, at its sole cost and expense, maintain in good condition and repair the remainder of the Easement Property.

6. Taxes and Assessments. Grantor covenants and agrees to pay, prior to delinquency, all taxes and assessments on or against the Easement Property, which taxes or assessments would be secured by a lien upon such property if not paid. Notwithstanding the foregoing, Grantor, or any of its successors or assigns, may contest the validity or amount of any taxes assessed against the Easement Property, or any portion thereof, and/or against improvements thereon, by appropriate proceedings, diligently conducted in good faith, in which event such owner may defer payment thereof during the pendency of such contest; provided, however, that nothing contained herein shall be construed to allow such taxes to remain unpaid for such length of time as shall permit such property, or any part thereof, to be sold by any governmental authority or a lien with respect thereto foreclosed for the non-payment of such taxes.

7. Indemnification. Grantee hereby agrees to defend, indemnify, hold harmless and reimburse Grantor, and its respective heirs, representatives and assigns, for any claim, payment, damage, loss, cost or expense made or incurred by or asserted against Grantor, or its respective officers, employees, agents, representatives or assigns, with respect to any claim, lawsuit, cost, expense, damage or injury occurring on the Easement Area.

8. Insurance. Grantee shall, throughout the term of this Easement, continuously carry commercial general liability insurance in commercially reasonable limits against claims for personal injury or death and property damage, occasioned by an accident occurring in or on the Easement Area.

9. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed delivered on the same day if personally delivered, the next day if sent by overnight courier, or three (3) days after deposit with the U.S. mail, if delivered by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Grantor: TKA Properties, LLP

If to Grantee: North Creek Car Wash, Inc.
6000 Telluride Dr.
Lincoln, NE 68521

or to such other place as the owner of the Easement Property or the Benefitted Property, respectively, may from time to time designate by written notice to the other owner(s).

10. Covenants to Run with Land. It is intended that each of the easements, covenants, agreements, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby and binding upon the real property burdened thereby, shall bind every person having any fee, leasehold or other interest therein and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, assigns and lessees.

11. Amendment. The parties hereto agree that this Easement may be amended only by an instrument in writing executed by the then owner(s) of all of the properties referenced herein.

12. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Nebraska.

13. Severability. If, for any reason whatsoever, any one or more of the provisions of this Easement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Easement inoperative, unenforceable or invalid.

14. Incorporation of Recitals and Attachments. The recitals to this Easement and all attachments hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

15. Construction. Unless the context otherwise requires, words denoting the singular may be construed as denoting the plural, and vice versa, and words for one gender may be construed as denoting such other gender as is appropriate. Headings and descriptions used in this Easement shall not limit or otherwise have any significance in the interpretation of this Easement.

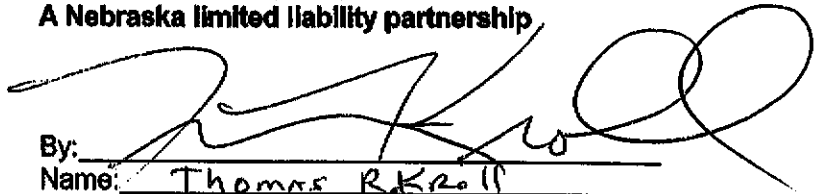
16. Release. If a party shall convey title to its parcel, then upon such conveyance, such conveying party shall be released from subsequently accruing obligations or liabilities under this Agreement, but subsequently accruing obligations and liabilities shall be assumed and performed by such conveying parties' successors in title during their respective periods of ownership.

DATED: 9-25, 2018.

[SIGNATURE PAGES TO FOLLOW]


GRANTOR:

**TKA PROPERTIES, LLP,
A Nebraska limited liability partnership**

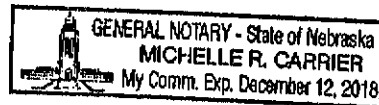

By: _____
Name: Thomas R. Kroll
Its: Capital and Risk Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on 9-25, 2018, by Thomas R. Kroll, the Capital & Risk Manager of TKA Properties, LLP, a Nebraska limited liability partnership.



Notary Public



GRANTEE:

North Creek Car Wash, Inc.

By: Cynthia Carlson
Name: Cynthia Carlson
Its: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on September 28, 2018, by Cynthia Carlson, the Secretary of North Creek Car Wash, Inc.

Jessica Greenwald
Notary Public



**EXHIBIT A
EASEMENT AREA**

THAT PART OF THE RIGHT OF WAY FOR TELLURIDE DRIVE ADJACENT TO THE ADDRESSES OF 6000 & 6130 TELLURIDE DRIVE BEING LOTS 1 AND 2, NORTH CREEK 2nd ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOW;

COMMENCING AT THE ANGLE POINT IN THE EAST LINE COMMON TO SAID LOTS 1 AND 2; THENCE NORTHWESTERLY ON SAID COMMON LINE, N 34°26'08"W 132.91', TO THE CORNER COMMON TO SAID LOTS AND ON THE EASTERLY RIGHT OF WAY LINE FOR TELLURIDE DRIVE; THENCE CONTINUING NORTHWESTERLY ON THE EXTENSION OF THE LAST CALL, N 34°26'08"W 9.55', TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON THE EXTENSION OF THE LAST CALL, N 34°26'08"W 4.28', TO A POINT ON THE BACK OF THE EXISTING STREET CURB; THENCE NORTHEASTERLY ON SAID CURB, N 55°37'23"E 7.38'; THENCE SOUTHWESTERLY, S 25°30'55"W 8.53', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 15.78 SQUARE FEET.

**EXHIBIT B
EASEMENT AREA DIAGRAM**

See attached.

6811 SOUTHFORK CIRCLE
 LINCOLN, NE 68516
 (402) 476-3020
 (402) 476-3138 FAX

SURVEY RECORD
K & M Inc.
Land Surveying

PROJECT # 1809026
 DATE: 9/20/2018

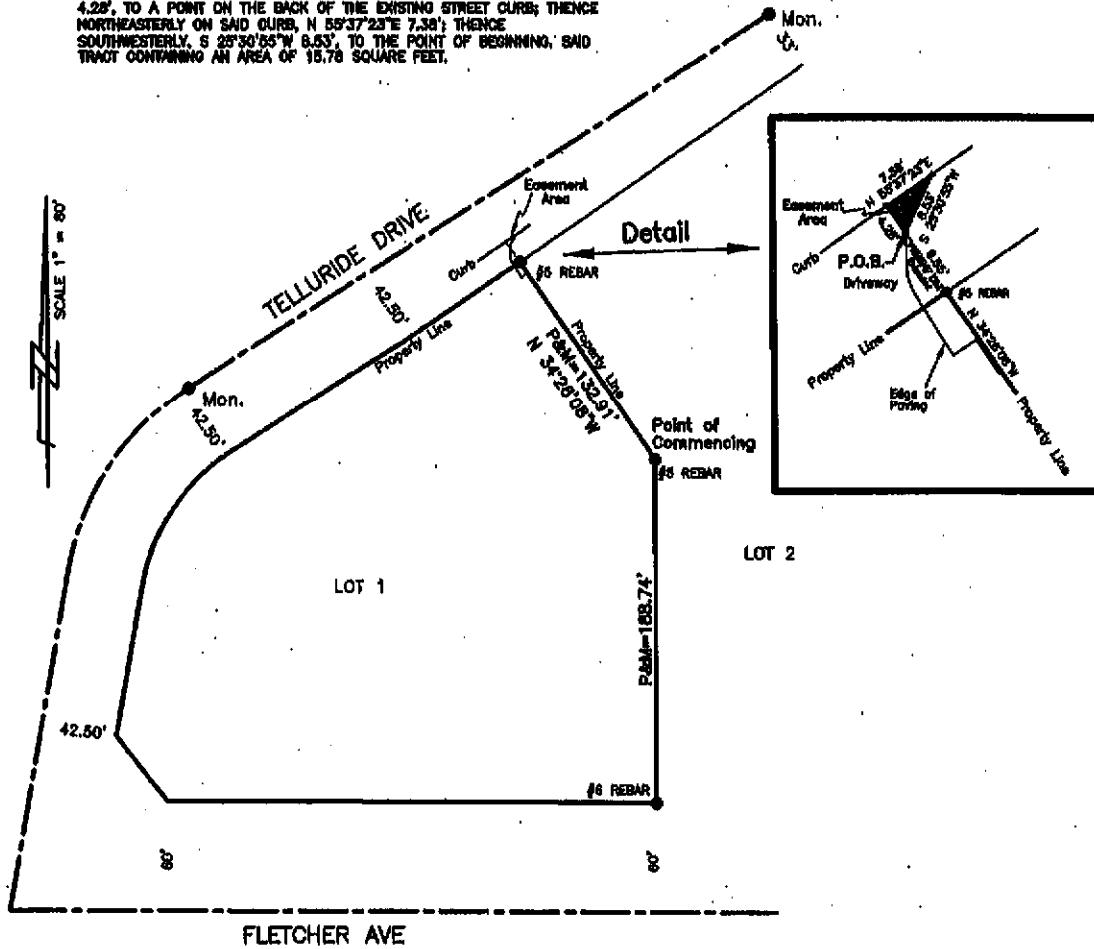
Survey Of: LOT 1, BLOCK 1, NORTH CREEK 2nd ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF

Section: 36, T 11 N, R 6 E, of the 6th P.M. LINCOLN, LANCASTER County, Nebraska

6000 TELLURIDE DRIVE

EASEMENT AREA DESCRIPTION
 THAT PART OF THE RIGHT OF WAY FOR TELLURIDE DRIVE ADJACENT TO THE ADDRESSES OF 6000 & 6130 TELLURIDE DRIVE BEING LOTS 1 AND 2, NORTH CREEK 2nd ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE ANGLE POINT IN THE EAST LINE COMMON TO SAID LOTS 1 AND 2; THENCE NORTHWESTERLY ON SAID COMMON LINE, N 34°28'08"W 132.91', TO THE CORNER COMMON TO SAID LOTS AND ON THE EASTERLY RIGHT OF WAY LINE FOR TELLURIDE DRIVE; THENCE CONTINUING NORTHWESTERLY ON THE EXTENSION OF THE LAST CALL, N 34°28'08"W 8.55', TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON THE EXTENSION OF THE LAST CALL, N 34°28'08"W 4.28', TO A POINT ON THE BACK OF THE EXISTING STREET CURB; THENCE NORTHEASTERLY ON SAID CURB, N 59°37'23"E 7.38'; THENCE SOUTHWESTERLY, S 25°30'55"W 8.53', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 15.78 SQUARE FEET.



- P = Plotted
- M = Measured
- = Found as noted
- = Set #5 Rebar & L.S. #483 Cap
- ▲ = Temporary/computed Point

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Signed this day of 9-20-2018
 All dimensions are in feet and decimals of a foot.

Billy Joe Kerr
 Billy Joe Kerr, L.S. #483

