

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-013365

99 MAY -4 PM 1:52

Sharon J. Bowring

REGISTER OF DEEDS

99-13365

Counter MD

Verify SK

D.E. a

Proof MD

Fee \$ 20.50

Ck Cash Chg

**GRANT OF EASEMENT
TEMPORARY CONSTRUCTION EASEMENT**

This Indenture and Grant of Easement made this 26 day of March, 1999, between GPI Properties 1997 L.L.C., a North Carolina limited liability company, hereinafter referred to as "Grantor," in favor of QuikTrip Corporation, an Oklahoma corporation, hereinafter referred to as "Grantee."

That Grantor, in consideration of the sum of One Dollar, the mutual promises made herein and other valuable consideration, the receipt of and sufficiency thereof being hereby acknowledged by the Grantor, does hereby grant and confirm unto said Grantee and its successors and assigns, the right to enter upon the real property that is legally described on the attached Exhibit "A" (hereafter "the Easement Area") and use the Easement Area for working space under the terms and conditions set forth herein.

1. This easement runs with the land and terminates thirty (30) days after the completion of all the construction of the improvements described herein.
2. Said easement is granted upon the condition that the Grantee will remove all of the existing asphalt in the area that is depicted on the drawing that is attached hereto marked as Exhibit "B" and incorporated herein by this reference, and will replace the existing asphalt with six inch concrete (or in some areas, eight inch concrete, at the sole discretion of the Grantee), at Grantee's sole cost and expense.
3. At Grantee's sole cost and expense, Grantee will construct a new access drive in the location shown on Exhibit "B" that will be used jointly by the Grantor and the Grantee. During the construction of the new access drive, the removal of the asphalt described on Exhibit "B", and the replacement with concrete, the Grantee will maintain access to the Grantor's store, either through the new access drive that is shown on Exhibit "B" or through the Grantor's currently existing drive that is located to the south of the new access drive.
4. After the completion of the construction project, Grantee will install sod on any portion of the Grantor's property and any portion of the abutting right-of-way that is damaged during the Grantee's construction project. Grantor shall be responsible for the maintenance of the landscaping and shall be responsible for the cost of installing and maintaining any irrigation or sprinkler system that is installed on Grantor's property or on the right-of-way that abuts the Grantor's property.
5. Damage to or loss of any existing trees and shrubbery will not be compensated for by Grantee.
6. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

013365

99-13365A

7. This instrument contains the entire agreement of the parties regarding the temporary construction easement; that there are no different agreements or understandings; and that the Grantor, in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein.
8. Grantor, for itself and its successors and assigns, does confirm with the said Grantee and its successors and assigns, that Grantor is well seized in fee of the Easement Area and that it has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall, warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons.
9. This Grant of Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.
10. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
11. This Grant of Easement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement the day and year first above written.

GRANTOR:

GPI PROPERTIES 1997 L.L.C., a North Carolina limited liability company.

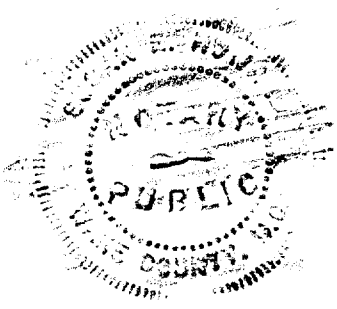
By: VMS Properties, Inc.
Member/Manager

By: Frederic S. Kotcher

Title: VICE PRESIDENT

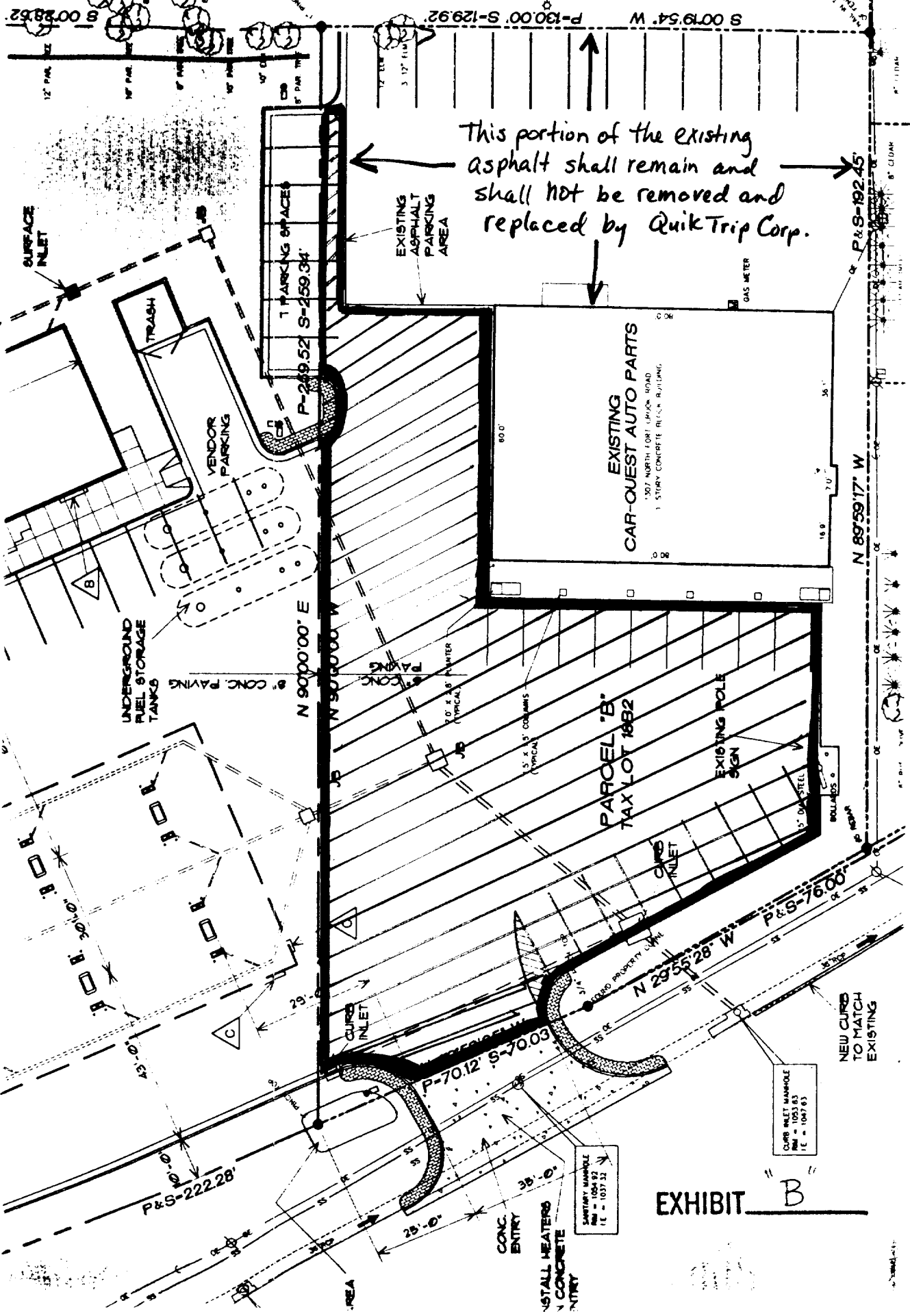
STATE OF NORTH CAROLINA)
) ss
COUNTY OF Wake)

The foregoing instrument was acknowledged before me this 26 day of March, 1999, by Frederic S. Kotcher, Vice President of VMS Properties, Inc. Member/Manager of GPI Properties 1997 L.L.C., a North Carolina limited liability company, on behalf of said company.



Susan E. Howard
Notary Public

99-13365B



Portion of existing asphalt that will be removed and replaced with 6 inch concrete by QuikTrip Corporation

This portion of the existing asphalt shall remain and shall not be removed and replaced by QuikTrip Corp.

EXISTING AUTO PARTS
CAR-QUEST AUTO PARTS
1507 NORTH FORT UNION ROAD
1 STORY CONCRETE BLOCK BUILDING

PARCEL "B"
TAX LOT 1882

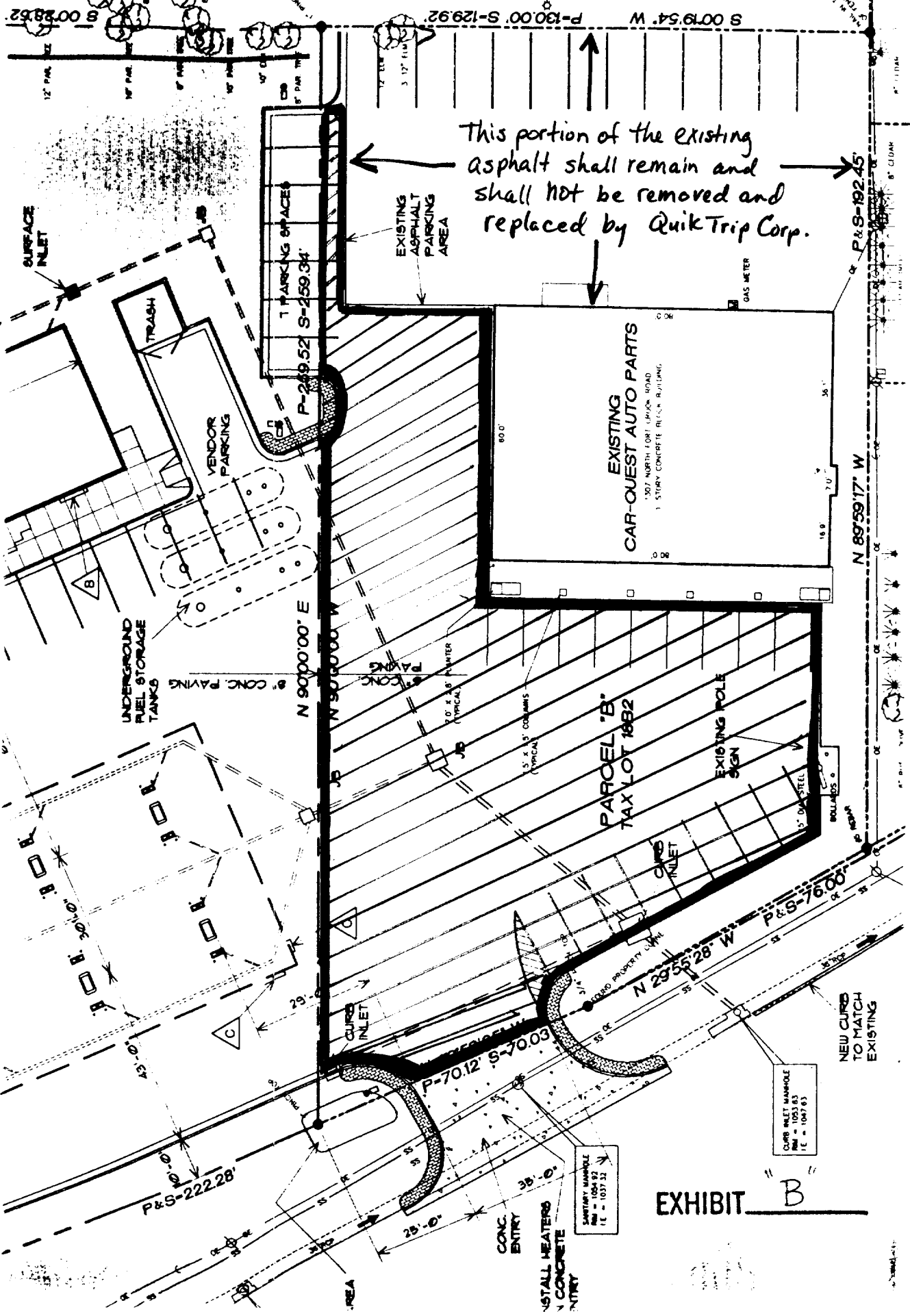
EXHIBIT "B"

SANITARY MANHOLE
RM - 1054 92
I.E. - 1037 32

CURB INLET MANHOLE
RM - 1053 83
I.E. - 1047 63

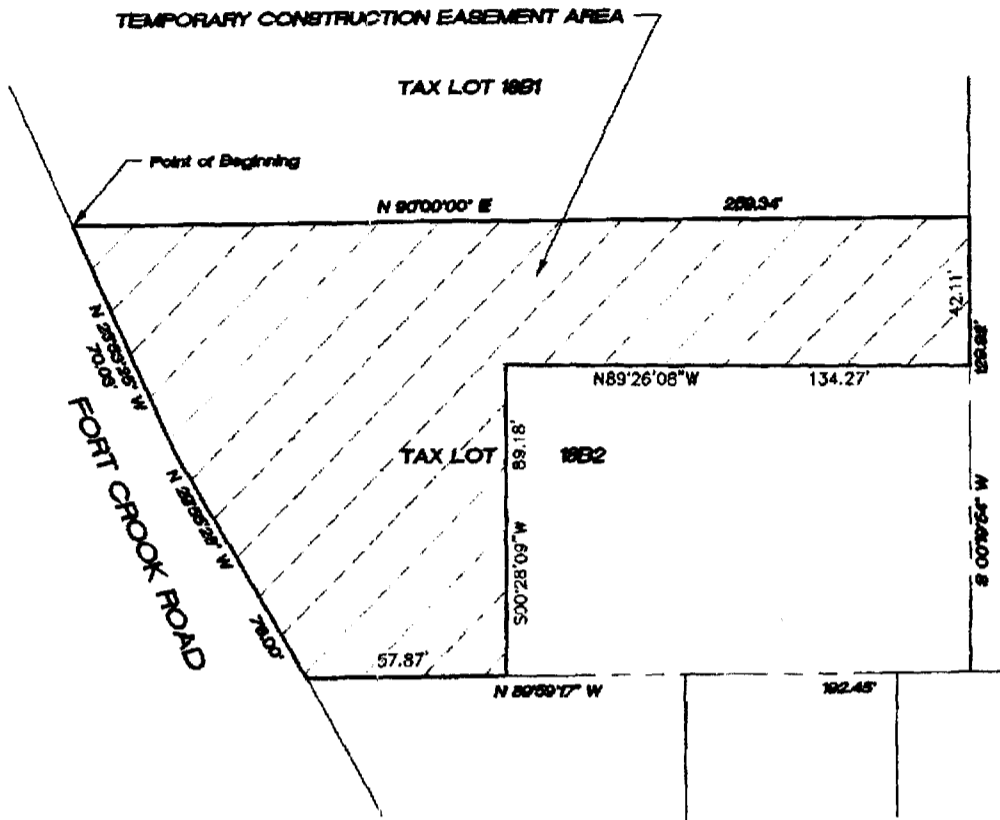
NEW CURB TO MATCH EXISTING

INSTALL HEATERS & CONCRETE ENTRY



99-13365C

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF TAX LOT 1882, IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TAX LOT 1882; THENCE N90°00'00" E (ASSUMED BEARING) 259.34 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1882; THENCE S00°19'54"W 42.11 FEET ALONG THE EAST LINE OF SAID TAX LOT 1882; THENCE N89°26'08"W 134.27 FEET; THENCE S00°28'09"W 89.18 FEET TO THE SOUTH LINE OF SAID TAX LOT 1882; THENCE N89°59'17"W 57.87 FEET TO THE WESTERLY LINE OF SAID TAX LOT 1882; THENCE ALONG SAID WESTERLY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FORT CROOK ROAD THE FOLLOWING TWO (2) COURSES; (1) N29°55'28"W 76.00 FEET; (2) THENCE N23°53'25"W 70.03 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 17,736.29 SQUARE FEET, MORE OR LESS.



1 inch = 40 ft.

May 05, 1999 9:43:28 a.m.
 Drawing: C:\DWG\OURTRIP\99-022TC.DWG

REVISED 5-5-99

DESIGNED: _____ DRAWN: GSJ CHECKED: WAF DATE: 2-12-99 PROJECT NO. 99-022

SHEET NO.



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

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