

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-013367

99 MAY -4 PM 1:53

Sharon G. ...
REGISTER OF DEEDS

99-13367

Counter M D ✓
Verify S
D.E. a
Proof m
Fee \$ 15.50
Ck Cash Chg

PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT

THAT GPI Properties 1997 L.L.C., a North Carolina limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto QuikTrip Corporation, an Oklahoma corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a Permanent Storm Sewer and Drainageway (hereafter "Sewer") on the real property that is legally described on the attached Exhibit "A".

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the GRANTEE. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns, without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. That GRANTEE shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the GRANTEE, and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to the GRANTEE and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties with regard to this easement; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 26 day of March, 1999.

013367

99-13367A

GRANTOR: GPI Properties 1997 L.L.C.,
By: VMS Properties, Inc.
Member/Manager

By: Frederic S. Kotcher

Title: VICE PRESIDENT

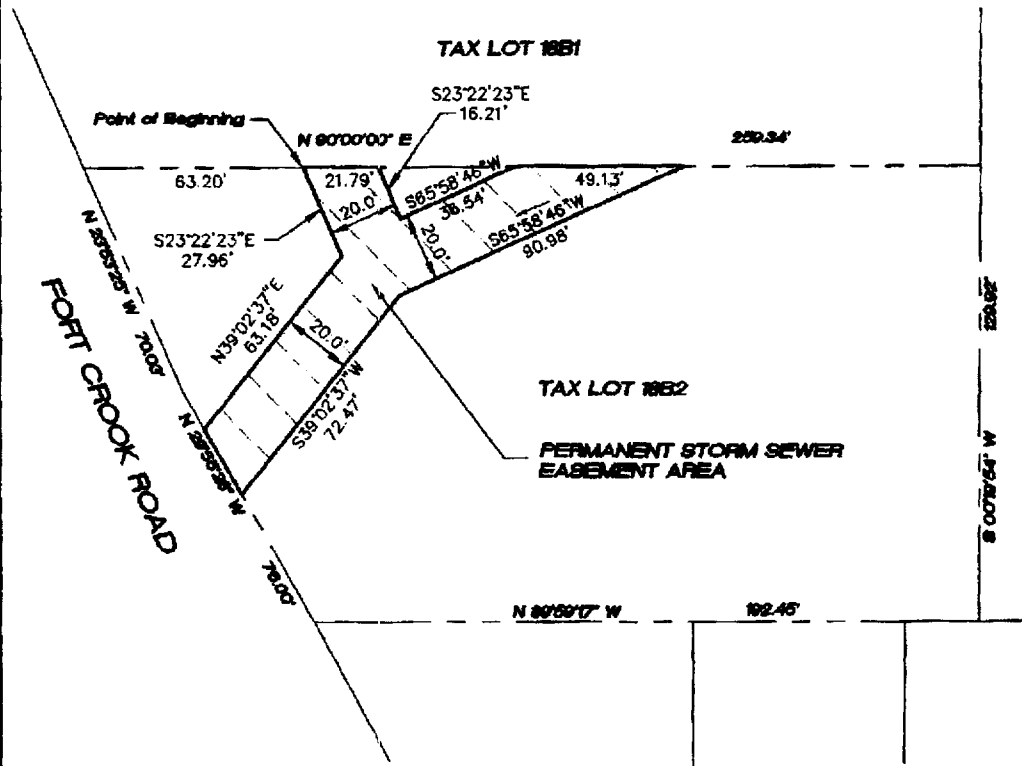
STATE OF NORTH CAROLINA)
) ss
COUNTY OF Wake)

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

Susan C. Howard
Notary Public



PERMANENT STORM SEWER EASEMENT



LEGAL DESCRIPTION - PERMANENT STORM SEWER EASEMENT
 A PERMANENT STORM SEWER EASEMENT LOCATED IN PART OF TAX LOT 1882, IN THE NORTHEAST ONE-QUARTER OF OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TAX LOT 1882; THENCE N90°00'00"E (ASSUMED BEARING) 63.20 FEET ALONG THE NORTH LINE OF SAID TAX LOT 1882 TO THE POINT OF BEGINNING; THENCE CONTINUING N90°00'00"E 21.79 FEET ALONG SAID NORTH LINE; THENCE S23°22'23"E 16.21 FEET; THENCE N65°58'46"E 36.54 FEET TO SAID NORTH LINE OF TAX LOT 1882; THENCE N90°00'00"E 49.13 FEET ALONG SAID NORTH LINE; THENCE S65°58'46"W 90.98 FEET; THENCE S39°02'37"W 72.47 FEET TO THE WESTERLY LINE OF SAID TAX LOT 1882; THENCE N20°55'28"W 21.43 FEET ALONG SAID WESTERLY LINE; THENCE N39°02'37"E 63.18 FEET; THENCE N23°22'23"W 27.96 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 3,259.98 SQUARE FEET, MORE OR LESS.



1 inch = 40 ft.

May 05, 1999 9:45:32 a.m.
Drawing: C:\DWG\QUKTRIP\99-02255.DWG

REVISED 5-5-99

DESIGNED:	DRAWN: GSJ	CHECKED: WAF	DATE 2-17-97 PROJECT NO. 97-015	SHEET NO.
				1 OF 1
Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100				