

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-013368

99 MAY -4 PM 1:54

Sharon J. Downing
REGISTER OF DEEDS

99-13368

Counter m D
Verify S
D.E. am
Proof _____
Fee \$ 45.50
Ck Cash Chg

**AGREEMENT FOR TERMINATION OF PRIOR EASEMENT AGREEMENT AND
FOR GRANT OF NEW MUTUAL PERMANENT EASEMENTS
FOR INGRESS AND EGRESS AND FOR MAINTENANCE**

This Agreement for Termination of Prior Easement Agreement and for Grant of New Mutual Permanent Easements for Ingress and Egress and for Maintenance made this 19 day of APRIL, 1999, between QuikTrip Corporation, an Oklahoma corporation, hereinafter referred to as "QuikTrip, and GPI Properties 1997 L.L.C., a North Carolina limited liability company, hereinafter referred to as "GPI."

WHEREAS, QuikTrip is the owner of real property that is legally described as Tax Lot 18B1 in the Northeast One-Quarter (NE1/4) of the Southeast One-Quarter (SE1/4) of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, that is more particularly described in the metes and bounds legal description contained on the attached Exhibit A, which is incorporated herein by this reference, (hereafter Parcel A);

WHEREAS, GPI is the owner of the real property that is legally described as Tax Lot 18B2 in the Northeast One-Quarter (NE1/4) of the Southeast One-Quarter (SE1/4) of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, that is more particularly described in the metes and bounds legal description contained on the attached Exhibit B, which is incorporated herein by this reference, (hereafter Parcel B), and which is currently used as a Car-Quest Auto Parts store;

WHEREAS, Parcel A and Parcel B are currently encumbered by an Easement Agreement that was recorded as Instrument No. 36-583 in the Sarpy County Register of Deeds on June 7, 1966, (hereafter the "1966 Easement Agreement"), that showed the location of an existing driveway to and from Fort Crook Road that is on the west side on Parcel A (that the parties hereto desire to relocate) and that vaguely described the location of an ingress and egress easement;

WHEREAS, the parties hereto have agreed to close the two existing driveways from Fort Crook Road (one such driveway being the driveway depicted in the 1966 Easement Agreement and the other driveway being located on the west side of Parcel B) and to construct one driveway on the west side of Parcel B in the location shown on Exhibit C, which is incorporated herein by this reference, that will be constructed by QuikTrip and that will be used jointly by QuikTrip and GPI to provide access to Parcel A and Parcel B from Fort Crook Road; and

WHEREAS, QuikTrip and GPI simply desire to (1) terminate the 1966 Easement Agreement that was recorded as Instrument No. 36-583 in the Sarpy County Register of Deeds on June 7, 1966, and (2) grant each other new mutual permanent easements for ingress, egress and maintenance on, over and across the driveway area shown on Exhibit C and for ingress, egress and maintenance on, over, and across the real property that is described in the attached Exhibits D and E, which are incorporated herein by this reference.

013368

99-13368A

NOW, THEREFORE, in consideration of the termination of the 1966 Easement Agreement, the mutual promises made by QuikTrip and GPI herein, and other good and valuable consideration, the receipt of and sufficiency thereof being hereby acknowledged by the parties hereto, QuikTrip and GPI do hereby mutually agree to the following:

1. The 1966 Easement Agreement that was recorded as Instrument No. 36-583 in the Sarpy County Register of Deeds on June 7, 1966, is hereby terminated;
2. That QuikTrip hereby grants to GPI, its successors and assigns, permanent and perpetual easements for ingress, egress, and maintenance on, over and across the property that is legally described on the attached Exhibit D which is incorporated herein by this reference.
3. That GPI hereby grants to QuikTrip, its successors and assigns, permanent and perpetual easements for ingress, egress, and maintenance on, over and across the property that is legally described on the attached Exhibit E which is incorporated herein by this reference;
4. That GPI hereby grants to QuikTrip, its successors and assigns, permanent and perpetual easements for ingress, egress, and maintenance on, over and across the property that is shown as the driveway to and from Fort Crook Road on the attached Exhibit C which is incorporated herein by this reference;
5. That the owner of Parcel A shall maintain and keep in good repair, at said owner's sole expense, the ingress-egress easement area that is legally described in Exhibit D;
6. That the owner of Parcel B shall maintain and keep in good repair, at said owner's sole expense, the ingress-egress easement area that is legally described in Exhibit E and the driveway that is shown on Exhibit C;
7. That if either party believes that the other party is failing to maintain and keep in good repair the driveway or the ingress-egress easement areas that are described in Exhibits C, D and E, then said party shall have the right to enter on said easement area and to perform such maintenance and to make such repairs as said party deems necessary;
8. That the ingress-egress easement areas that are described in Exhibits C, D and E, shall be free from any obstruction of any kind or nature (including but not limited to parked or disabled vehicles) and shall be free and clear of debris, snow and ice;
9. That if either party believes that the other party is failing to remove any obstruction of any kind or nature (including the failure to remove any parked or disabled vehicles) or that the other party is failing to remove any debris, snow or ice, from the ingress-egress easement areas that are described in Exhibits C, D and E, then said party shall have the right to enter on said easement area and remove any obstruction, tow any vehicle, and remove any debris, snow or ice, or take any other action, as said party deems necessary;
10. The owner of Parcel B, GPI, shall indemnify and hold the owner of Parcel A, QuikTrip, harmless from and against all claims, liabilities, and damages caused by the failure of GPI to perform its obligations under this Agreement, or caused by any wrongful or negligent act or omission in the use of the easements granted herein or caused by any wrongful or negligent act or omission of its agents or employees in the course of their employment.
11. The owner of Parcel A, QuikTrip, shall indemnify and hold the owner of Parcel B, GPI, harmless from and against all claims, liabilities, and damages caused by the failure of QuikTrip to perform its obligations under this Agreement, or caused by any wrongful or negligent act or omission in the use of the easements granted herein or caused by any wrongful or negligent act or omission of its agents or employees in the course of their employment.

99-13368B

- 12. That QuikTrip and GPI, for themselves and for their respective successors and assigns, do confirm with each other that they are well seized in fee of Parcel A and Parcel B, respectively, and that they each have the right to grant the permanent easements in the manner and form aforesaid, and that they shall, and their successors and assigns shall, warrant and defend any and all easements described herein against the lawful claims and demands of all persons.
- 13. All of the terms contained herein, including the mutual permanent and perpetual easements granted herein, shall be binding upon and inure to the benefit of QuikTrip and GPI and their respective successors, assigns and grantees.
- 14. All of the terms contained herein, including the mutual permanent and perpetual easements granted herein, are appurtenant to Parcel A and Parcel B described herein, and the easements shall be permanent and perpetual and shall run with the land.
- 15. At QuikTrip's sole cost and expense, QuikTrip will construct a new access drive in the location shown on Exhibit C that will be used jointly by QuikTrip and GPI. That during the construction of the new access drive, QuikTrip will maintain access to the GPI's store, either through the new access drive that is shown on Exhibit C or through the Grantor's currently existing drive that is located to the south of the new access drive.
- 16. This Grant of Easement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

QUIKTRIP CORPORATION

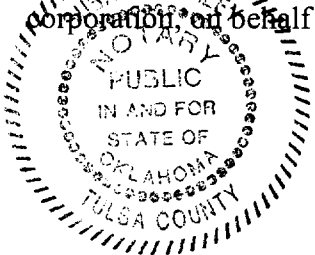
By: Alvin Howerton
Alvin Howerton, Executive Vice President

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

By: Juderie S. Kotcher VICE PRES.

STATE OF OKLAHOMA)
) ss
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 31 day of March, 1999, by Alvin Howerton, Executive Vice President of QuikTrip Corporation, an Oklahoma corporation, on behalf of said corporation.



Susan D. Bailey
Notary Public
My Commission Expires Feb. 14, 2001

STATE OF NORTH CAROLINA)
) ss
COUNTY OF Wake)

99-13368C

The foregoing instrument was acknowledged before me this 26 day of March, 1999, by Frederic S. Ketcher, 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 C. Howard
Notary Public

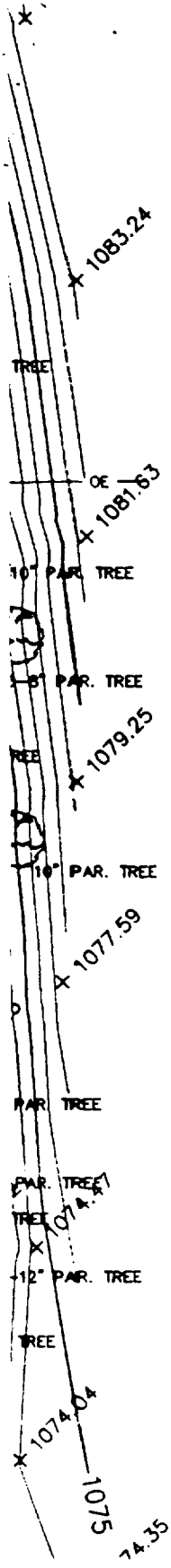
99-13368D

LEGAL DESCRIPTION-PARCEL 'A'

ALL OF THE NORTH 333 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP FOURTEEN (14) NORTH, RANGE THIRTEEN (13), EAST OF THE SIXTH P.M. IN SARPY COUNTY, NEBRASKA, LYING EAST OF THE STATE HIGHWAY AND WEST OF THE ELECTRIC RAILWAY LINE, MORE FULLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., 269.9 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15 (ALSO KNOWN AS THE EAST QUARTER CORNER OF SECTION 15-14-13) THENCE CONTINUING SOUTH 63.1 FEET ON THE EAST LINE OF SAID SECTION 15-14-13, THENCE WEST 493.3 FEET ALONG A LINE 333 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 15-14-13 TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 75, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 75, 76 FEET TO AN ANGLE POINT, THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 75, 292.4 FEET TO THE EAST AND WEST CENTER LINE OF SAID SECTION 15-14-13, THENCE EAST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION 15-14-13, 462.9 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ELECTRIC RAILWAY LINE, WHICH POINT IS 187.3 FEET WEST OF THE SAID SECTION (ALSO KNOWN AS THE EAST QUARTER CORNER OF SAID SECTION 15-14-13) THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ELECTRIC RAILWAY LINE 328.9 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT 187.3 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, THENCE WEST ALONG CHANDLER ROAD 112 FEET, THENCE SOUTH 333 FEET, THENCE RUNNING DUE EAST TO THE EAST LINE OF SAID SECTION, THENCE NORTH 63.1 FEET, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ELECTRIC RAILWAY LINE 328.9 FEET TO THE PLACE OF BEGINNING.

AND EXCEPT ALSO PART OF TAX LOT 18-B, NE 1/4 SE 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 299.3 FEET WEST OF AND 203 FEET SOUTH OF THE N.E. CORNER OF THE NE 1/4 SE 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE WEST PARALLEL TO SAID NORTH LINE OF THE NE 1/4 SE 1/4 OF SECTION 15, A DISTANCE OF 259.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF J.S. HIGHWAY #73 & 75; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 65°57', A DISTANCE OF 70.12 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE WITH AN INTERIOR ANGLE OF 174°17' A DISTANCE OF 76.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 SE 1/4 OF SECTION 15, WITH AN INTERIOR ANGLE OF 119°46', A DISTANCE OF 192.45 FEET; THENCE NORTHERLY WITH AN INTERIOR ANGLE OF 90°20', A DISTANCE OF 130.0 FEET TO THE POINT OF BEGINNING. SAID TRACT A PART OF TAX LOT 18-B, IN THE NE 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND TOGETHER WITH ALL EASEMENT APPURTENANT THERETO.



TOPOGRAPHIC SURVEY

EXHIBIT A

99-13368E

LEGAL DESCRIPTION

PART OF TAX LOT 18--B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 299.3 FEET WEST OF AND 203 SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE WEST PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 259.52 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #73 AND #75; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 65°57', A DISTANCE OF 70.12 FEET ALONG SAID EAST RIGHT OF WAY; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE WITH AN INTERIOR ANGLE OF 174°17', A DISTANCE OF 76.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST OF THE SOUTHEAST QUARTER OF SECTION 15, WITH AN INTERIOR ANGLE OF 119°46', A DISTANCE OF 192.45 FEET; THENCE NORTHERLY WITH AN INTERIOR ANGLE OF 90°20', A DISTANCE OF 130.0 FEET TO THE POINT OF BEGINNING. SAID TRACT A PART OF TAX LOT 18--B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

EXHIBIT B

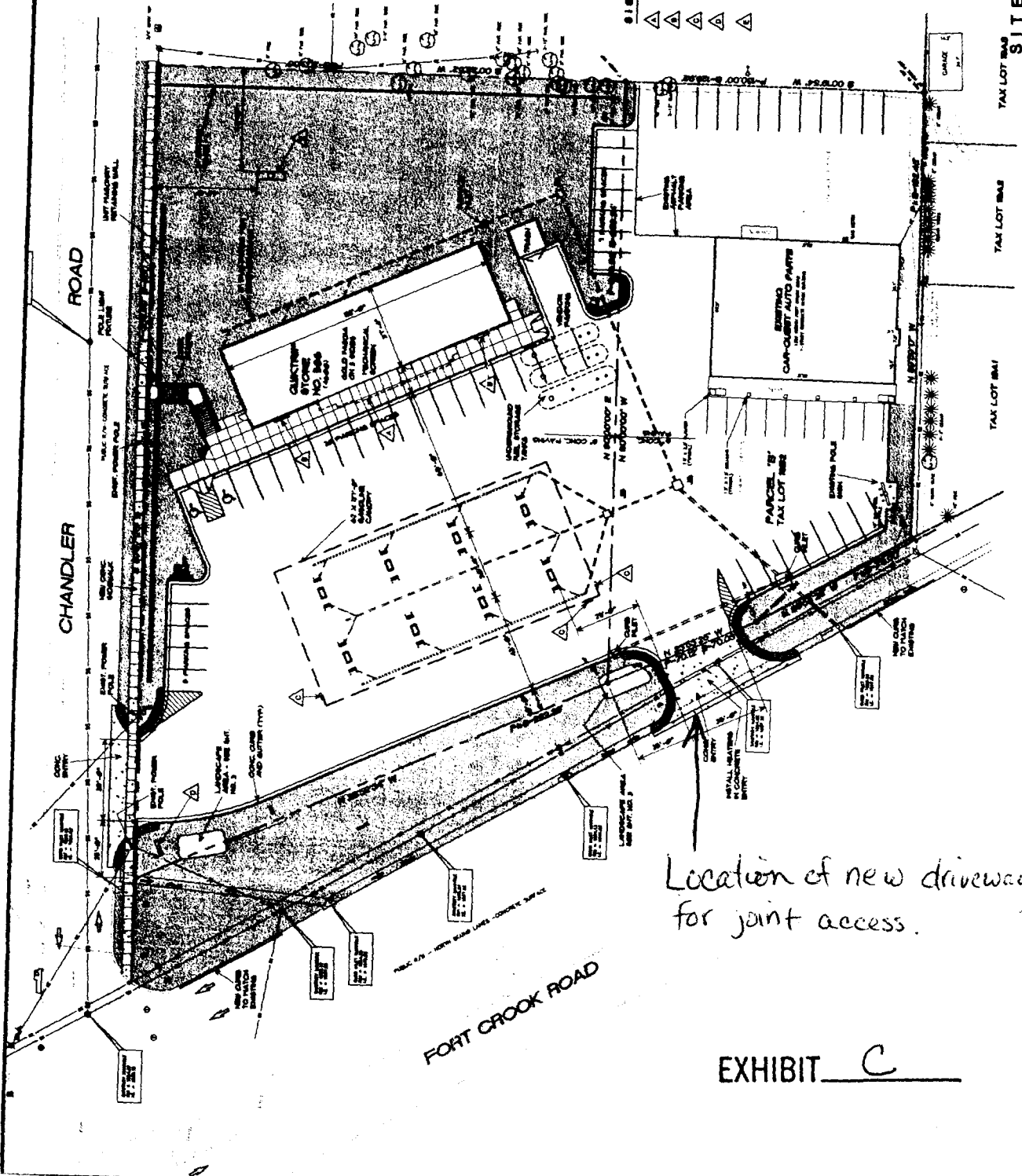
99-13368F



SITE PLAN
 SCALE: 1"=40'

SIGN LEGEND

- ▲ FREEZE CAPTURE SIGN FOR ROAD SIGNAGE
- ▲-RPT. SIGN FOR ROAD SIGNAGE
- ▲-RPT. SIGN FOR SIGNAGE CAPTURE
- ▲-RPT. SIGN FOR SIGNAGE CAPTURE
- ▲-RPT. SIGN FOR SIGNAGE CAPTURE
- ▲-RPT. SIGN FOR SIGNAGE CAPTURE
- ▲-RPT. SIGN FOR SIGNAGE CAPTURE

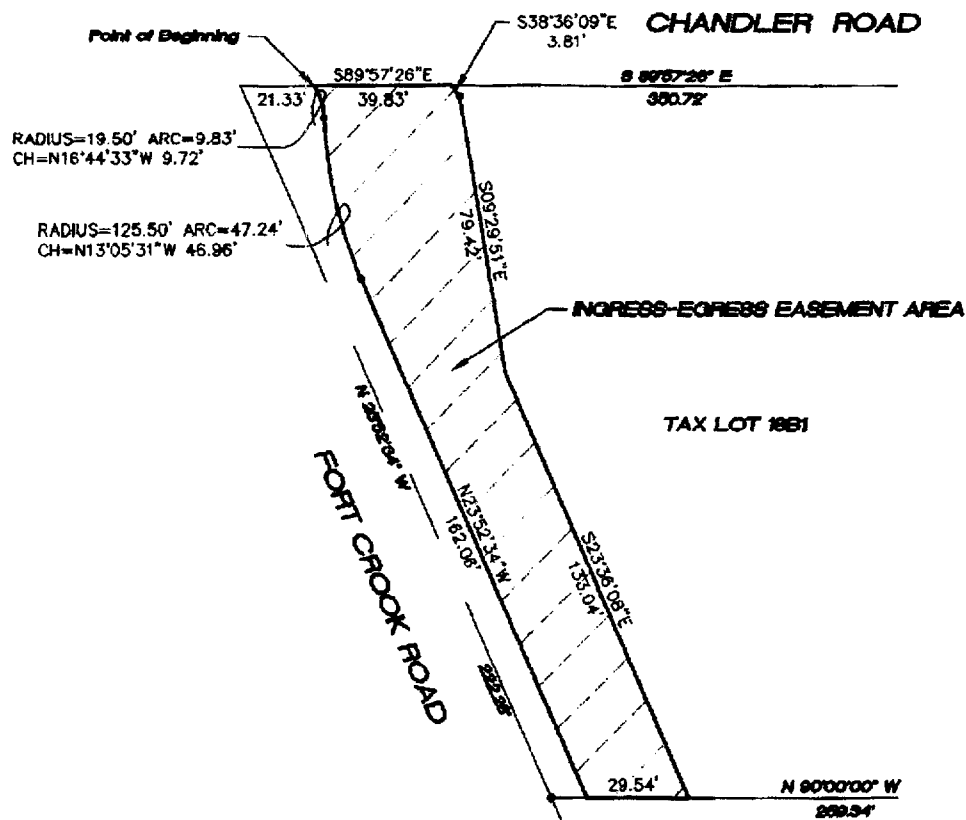


Location of new driveway for joint access.

EXHIBIT C

99-133686

INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION - INGRESS-EGRESS EASEMENT

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF TAX LOT 1881 IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER 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 1881; THENCE S89°57'26"E (ASSUMED BEARING) 21.33 FEET ALONG THE NORTH LINE OF SAID TAX LOT 1881 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°57'26"E 39.83 FEET ALONG SAID NORTH LINE; THENCE S 38°36'09" E 3.81 FEET; THENCE S09°29'51"E 79.42 FEET; THENCE S23°36'08"E 133.04 FEET TO THE SOUTH LINE OF SAID TAX LOT 1881; THENCE N90°00'00"W 29.54 FEET ALONG SAID SOUTH LINE; THENCE N23°52'34"W 162.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.50 FEET, AN ARC LENGTH OF 47.24 FEET WITH A LONG CHORD BEARING OF N13°05'31"W FOR 46.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, AN ARC LENGTH OF 9.83 FEET, WITH A LONG CHORD BEARING N 16°44'33" W FOR 9.72 FEET TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 6,760.63 SQUARE FEET, MORE OR LESS.

TAX LOT 1882



1 inch = 40 ft.

May 05, 1999 9:11:10 a.m.
 Drawing: C:\DWG\QUKTRIP\99-022.DWG

REVISED 5-5-99

DESIGNED

DRAWN GSJ

CHECKED WAF

DATE 02-12-99 PROJECT NO. 99-022

SHEET NO.



Hill-Farrell Associates, Inc.

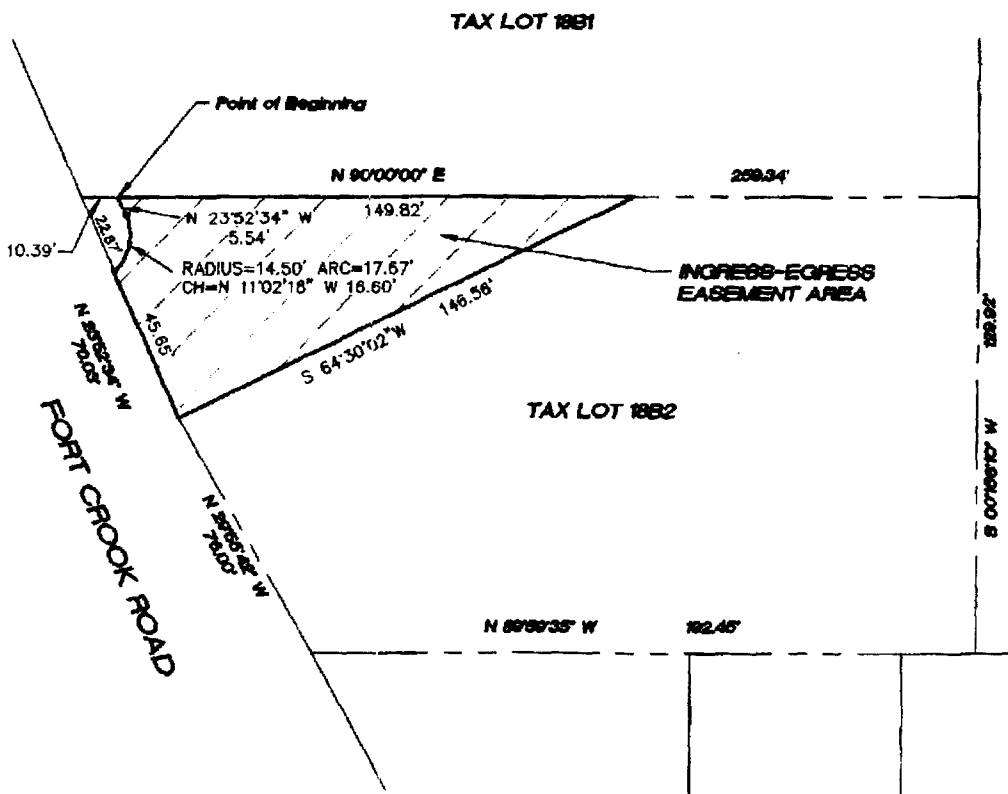
Engineers, Land Surveyors, Land Planners

1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 1

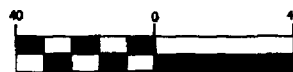
99-13368H

INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION - INGRESS-EGRESS EASEMENT

AN INGRESS-EGRESS 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TAX LOT 1882; THENCE N90°00'00\"E 10.39 FEET ALONG THE NORTH LINE OF SAID TAX LOT 1882 TO THE POINT OF BEGINNING; THENCE CONTINUING N90°00'00\"E 149.82 FEET; THENCE S64°30'02\"W 146.56 FEET TO THE WEST LINE OF SAID TAX LOT 1882; THENCE N23°52'34\"W 45.65 FEET ALONG SAID WEST LINE TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 14.50 FEET, AN ARC LENGTH OF 17.67 FEET WITH A LONG CHORD BEARING N11°02'18\"W FOR 16.60 FEET; THENCE N23°52'34\"W 5.54 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 4.887.50 ACRES, MORE OR LESS.



1 inch = 40 ft.

May 05, 1999 9:28:00 a.m.
 Drawing: C:\DWG\QUKTRIP\99-022E2.DWG

REVISED 5-5-99

DESIGNED:	DRAWN: GSJ	CHECKED: WAF	DATE: 02-12-99	PROJECT NO. 99-022	SHEET NO. 1 OF 1
 Hill-Farrell Associates, Inc. Engineers, Land Surveyors, Land Planners 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100					