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AGREEMENT FOR PERMANENT EASEMENT

THIS AGREEMENT FOR PERMANENT EASEMENT is made between QUIKTRIP CORPORATION, an Oklahoma corporation authorized to conduct business in the State of Nebraska (hereinafter, the "Grantor") and the METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision (hereinafter, the "Grantee").

RECITALS

1. Grantor is the owner of Lot 2, Ginger Creek Replat 2, a subdivision as surveyed and recorded in Douglas County, Nebraska (hereinafter, the "Property");
2. Grantor desires to grant to Grantee, and Grantee desires to obtain, a permanent easement over a certain tract of land located within the Property, as more particularly described below.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants described herein, Grantor and Grantee agree as follows:

AGREEMENT

1. **Permanent Easement.** Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee and to Grantee's successors and assigns, a permanent easement to install, lay, maintain, operate, repair, relay, and remove, at any time, underground pipelines for the transportation of water and all underground appurtenances thereto, including, but not limited to, hydrants, valve boxes, valve vaults, stop boxes, manhole rings, manhole covers, concrete vault boxes, and pipeline markers, together with the rights of ingress and egress on, over, under, and through the following described tract of land (the "Permanent Easement Area") which is located within the Property:

A permanent water main easement over that part of Lot 2, Ginger Creek Replat 2, a subdivision as surveyed and recorded in Douglas County, Nebraska, described as follows:

BEGINNING AT A POINT at the Southeast Corner of Lot 2 Ginger Creek Replat 2, a subdivision as surveyed and platted in Douglas County, Nebraska;

thence on a curve to the Right with a radius of 270.00 feet, a distance of 115.93 feet, said curve having a long chord which bears North 84° 47' 46" West (an assumed bearing along the South property line of said Lot 2) a distance of 115.04 feet;

thence on a curve to the Left with a radius of 330.00 feet, a distance of 32.64 feet, said curve having a long chord which bears North 75° 19' 47" West a distance of 32.63 feet;

thence North 38° 48' 19" West a distance of 10.87 feet;
thence on a curve to the Right with a radius of 337.00 feet, a distance of 41.74 feet,
said curve having a long chord which bears South 76° 02' 40" East a distance of
41.72 feet;

thence on a curve to the Left with a radius of 263.00 feet, a distance of 90.67 feet,
said curve having a long chord which bears South 82° 22' 22" East a distance of
90.23 feet;

thence North 45° 00' 00" East a distance of 19.11 feet;

thence South 89° 02' 19" East a distance of 8.56 feet;

thence South 02° 58' 03" East a distance of 18.53 feet;

to the point of beginning, containing 1256.57 square feet or 0.0288 acres, more or less.

The foregoing Permanent Easement Area is generally shown on the drawing attached hereto and made a part hereof by this reference.

2. **No Structures.** The Grantor and its successors and assigns shall not at any time erect, construct, or place on or below the surface of the Permanent Easement Area any building, or vertical structure and shall not permit anyone else to do so; provided, however, that Grantor and its successors and assigns will at all times be permitted to install landscaping, sidewalks and paving as may be required under any mixed use agreement, code, ordinance or in connection with any development of the Property
3. **Agreement to Restore.** The Grantee shall restore any soil excavated within the Permanent Easement Area for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed. In addition, the Grantee shall restore and replace any landscaping, sidewalks or paving damaged by the Grantee or its contractors or agents in connection with the exercise of its rights under this Agreement.
4. **Warranty of Title.** The Grantor is the lawful owner and possessor of the Property; has good, right, and lawful title and authority to make such conveyance, subject to all matters of record; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons claiming by, through or under Grantee and asserting any right, title, or interest prior to or contrary to this conveyance.
5. **Indemnity.** The Grantee shall indemnify, defend, and hold the Grantor harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising out of or connected with the Grantee's negligent exercise of the rights granted in connection with this easement.
6. **Authority to Execute.** The person executing this instrument has authority to execute it on behalf of the Grantor QUIKTRIP CORPORATION.

IN WITNESS WHEREOF, the Grantor executes this AGREEMENT FOR PERMANENT EASEMENT on the date set forth above.

QUIKTRIP CORPORATION, Grantor

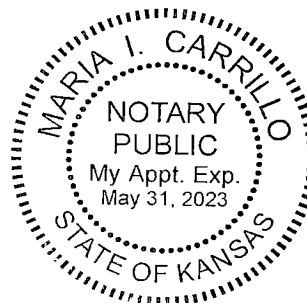
By: 
Jason Acord
Division Real Estate Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 1st, 2020, by Jason Acord, the Division Real Estate Manager of QUIKTRIP CORPORATION, on behalf of said corporation.


Notary Public





EASEMENT ACQUISITION

GROUP NO. WP1707
 PROJECT NO. 100051001045

TOTAL ACRE PERMANENT 0.0288 ±
 TOTAL ACRE TEMPORARY N/A ±

LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- SECTION CORNER
- SECTION LINE
- PROPERTY LINE
- EXISTING ESMT

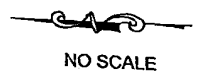
DRAWN BY SZ
 DATE 10-9-19
 CHECKED BY JCT
 DATE 10/28/19
 APPROVED BY RMT
 DATE 10-28-19

W. MAPLE RD.

- (A) POINT OF BEGINNING
- (B) R=270.00'
L=115.93'
CB=N 84°47'46"W
CL=115.04'
- (C) R=330.00'
L= 32.64'
CB=N 75°19'47"W
CL=32.63'
- (D) N 38°48'19"W, 10.87'
- (E) R=337.00'
L= 41.74'
CB=S 76°02'40"E
CL=41.72'
- (F) R=263.00'
L= 90.67'
CB=S 82°22'22"E
CL=90.23'
- (G) N 45°00'00"E, 19.11'
- (H) S 89°02'19"E, 8.56'
- (I) S 2°58'03"E, 18.53'

GINGER CREEK REPLAT 2

GINGER CREEK REPLAT 1



TRACT 1
 PERM. M.U.D. ESMT.

GINGER CREEK REPLAT 2 2

PINKNEY ST.

BEDFORD AVE.

N. 165th ST.

MAPLE VALLEY

3604