



MISC 2017036923



MAY 16 2017 09:42 P 10

Fee amount: 64.00
FB: 35-37075
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/16/2017 09:42:19.00



2017036923

(Space above the line for recording information)

AMENDMENT OF EASEMENT OF INGRESS AND EGRESS

THIS AMENDMENT OF EASEMENT OF INGRESS AND EGRESS (this "Amendment") is made and entered into as of April 18, 2017, by and among QUIKTRIP CORPORATION, an Oklahoma corporation ("QUIKTRIP"), Town's Edge Car Wash, Inc., an Illinois corporation ("Car Wash") and Centru Bank ("Mortgagee").

WITNESSETH:

WHEREAS, QUIKTRIP is the current owner of that certain real property legally described as Lot 3, in Stockyards Plaza II, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska ("Lot 3").

35-37075 WHEREAS, Car Wash is the current owner of that certain real property legally described as Lot 2, in Stockyards Plaza II, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska ("Lot 2").

WHEREAS, Mortgagee is the beneficiary of the certain Deed of Trust dated September 24, 2012 and recorded October 5, 2012 as Instrument No. 2012101177 of the Records of Douglas County, Nebraska granting Mortgagee a lien upon Lot 2.

WHEREAS, pursuant to that certain Easement of Ingress and Egress dated January 16, 1998 and recorded February 17, 1998 in Book 1238 at Page 470 of the Miscellaneous Records of Douglas County, Nebraska (the "Easement"), the owner of Lot 2 was granted certain nonexclusive and nonrevocable easements and rights with respect to Lot 3, and the owner of Lot 3 is required to maintain and keep certain aspects of Lot 3 in good order, repair and condition, and restricted from erecting any barrier or fence which would impede the flow of traffic from lot 2 to Lot 3.

WHEREAS, QUIKTRIP is in the process of completing an administrative subdivision of Lot 3 splitting Lot 3 into two (2) separate lots (the "Lot Split") consisting of Lot 1 Stockyards

Plaza II Replat 1 (the "**Retained Premises**") and Lot 2 Stockyards Plaza II Replat 1 (the "**Excess Premises**") each as depicted on Exhibit A, attached hereto and by this reference incorporated herein and QUIKTRIP intends to retained and develop the Retained Premises and sell the Excess Premises to a third party.

WHEREAS, the parties hereto wish to enter into this Amendment for the purposes of amending and clarifying the terms and rights as set forth Easement.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

- (1) Effective upon the recording in the Official Records of Douglas County, Nebraska of a replat of Lot 3 reflecting the Lot Split (the "Replat"): (a) any and all nonexclusive and nonrevocable easements or right to use the parking and common areas of that portion of the Excess Premises described and depicted on Exhibit B attached hereto and by this reference incorporated herein (the "**Released Excess Premises**") pursuant to the Easement shall be terminated and be of no further force or effect; (b) any obligation of the owner of the Released Excess Premises under the Easement to maintain and keep certain portions of the Released Excess Premises in certain order, repair and condition or otherwise shall terminate and be of no further force or effect, (c) any and all restrictions on the owner of the Released Excess Premises from erecting any barrier or fence which would impede the flow of traffic from Lot 2 to the Released Excess Premises shall terminate and be of no further force or effect, (d) the terms of the Easement shall not be deemed to create any obligation of, or restrict the rights of, QUIKTRIP, as the current owner of the Released Excess Premises, and/or any future owner of the Released Excess Premises, under the Easement, and (e) Car Wash does hereby remise, release and quitclaim unto QUIKTRIP, as the current owner of the Released Excess Premises, and/or any future owner of the Released Excess Premises, without warranty, all the estate and interest derived under the Easement in and to the Released Excess Premises.
- (2) The parties hereby expressly acknowledge and agree that the foregoing Section (1) of this Amendment does not amend, terminate, diminish or effect any easement, right or interest of those currently, or in future, holding an interest in Lot2 with respect to any portion of the Excess Premises other than the Released Excess Premises. Except as set forth herein, the terms and conditions of the Easement shall remain in full force and effect with respect to the Retained Premises and the Excess Premises other than the Released Excess Premises.

[Remainder of Page Left Intentionally Blank; Execution Pages Follow.]

MORTGAGEE

Centrue Bank

By: *Everett J. Solon*
Name: EVERETT J. Solon
Title: Market President

STATE OF IL)
COUNTY OF LaSalle) ss.

The foregoing instrument was acknowledged before me this 8th day of May, 2017,
by Everett J. Solon, the Market President of Centrue Bank on behalf of such national
entity.

Samantha Schumacher
Notary Public

Commission Expires: 7-15-19



QUIKTRIP

QUIKTRIP CORPORATION,
an Oklahoma corporation

By: [Signature]
Name: Larry Dickerson
Its: Director

STATE OF Kansas

COUNTY OF Johnson

This instrument was acknowledged before me on this 8th of May, 2017,
by Larry Dickerson, to me personally known, who, being by me duly sworn, did say
that he is the Director of Real Estate of QuikTrip Corporation and acknowledged
the execution of said instrument to be the voluntary act and deed of said corporation by it
voluntarily executed.

DeAnna Popp
Notary Public

My Commission Expires:
8/09/2017

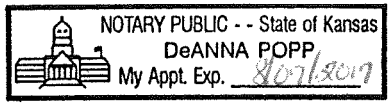
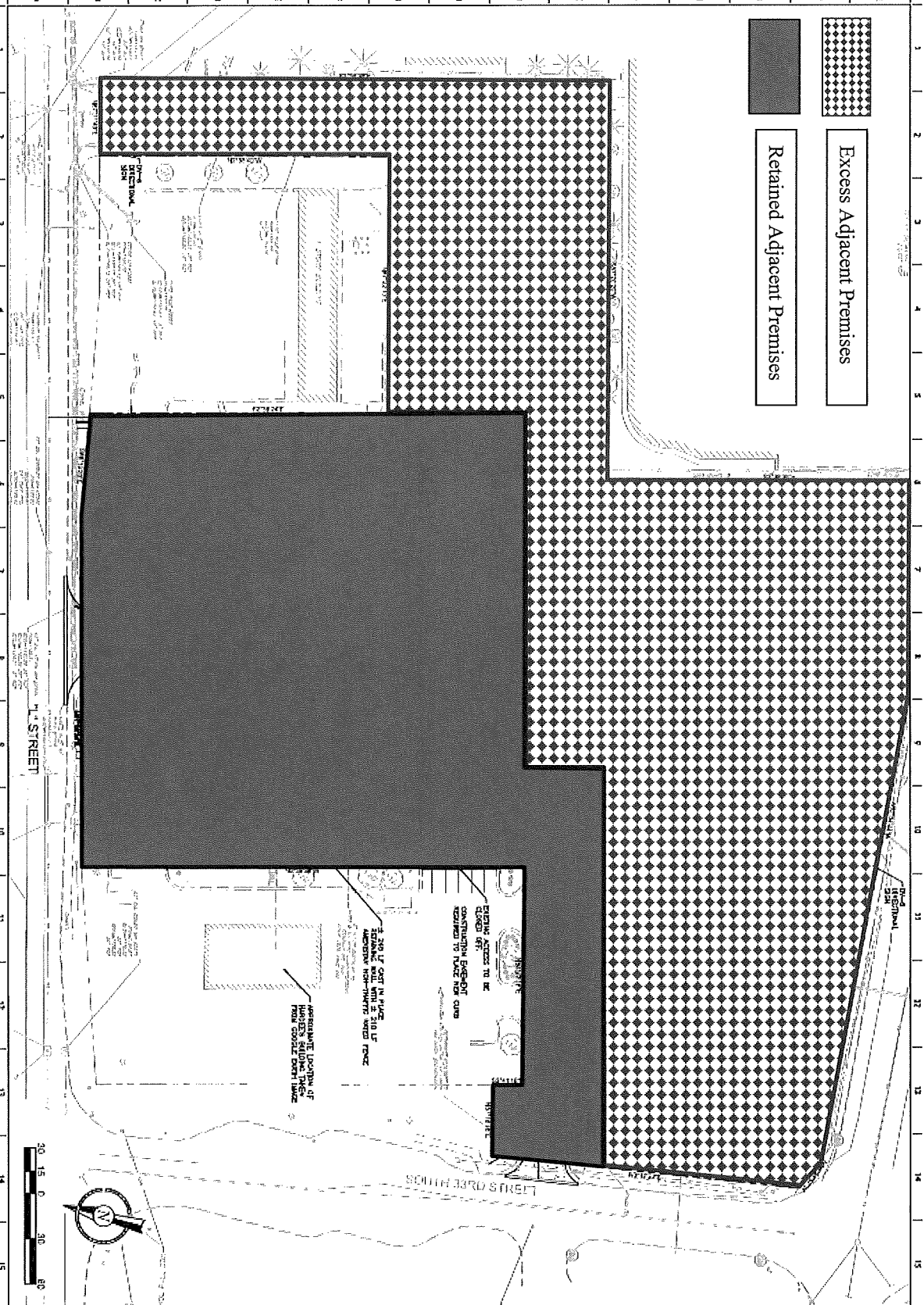




Exhibit A

Retained Premises
(Lot 1, Stockyards Plaza II Replat 1) 35-27071
and
Excess Premises
(Lot 2, Stockyards Plaza II Replat 1) 35-27071

See Attached.



 Excess Adjacent Premises

 Retained Adjacent Premises


SHEET NUMBER 1	DATE	DESCRIPTION		QuikTrip No. 0576 3205 L STREET OMAHA, NE	
	PROJECT NUMBER	SHEET COUNT			
ORIGINAL ISSUE DATE: 07/11/11					

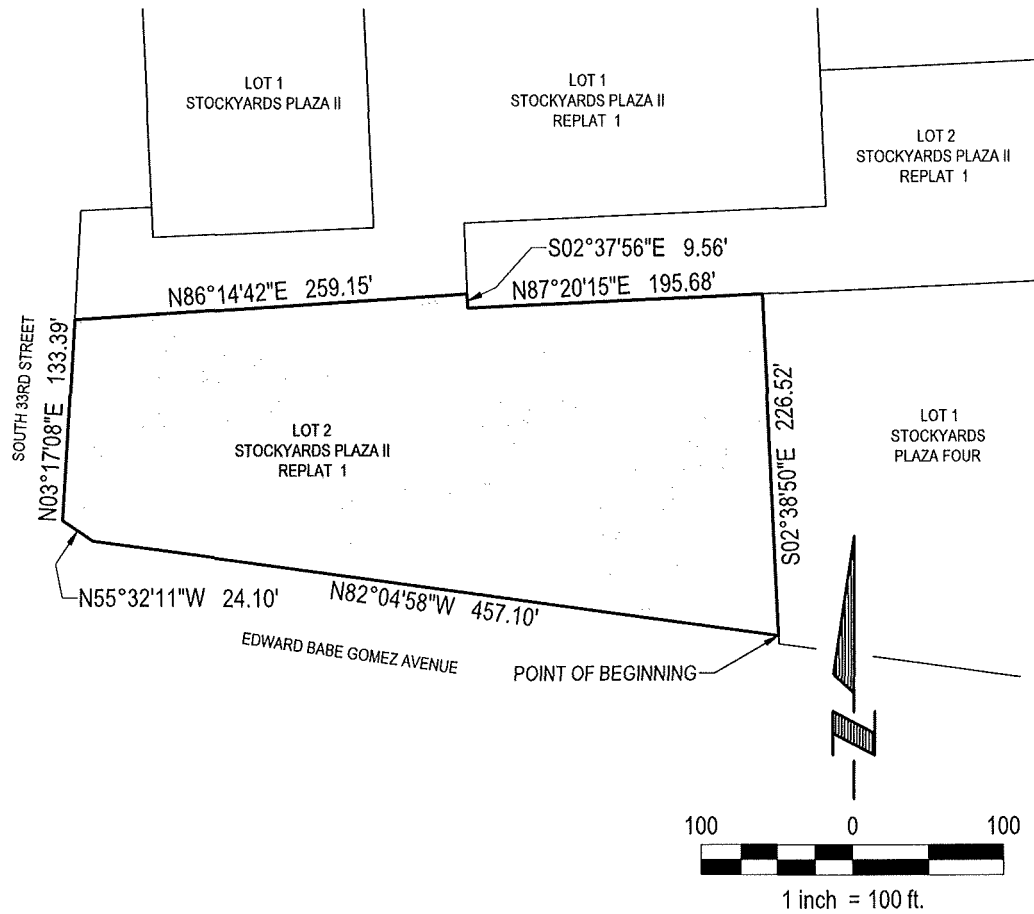
Exhibit B

Released Excess Premises

That portion of Lot 2, Stockyards Plaza II Replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska described as follows:

See attached.

EXHIBIT "B"



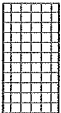
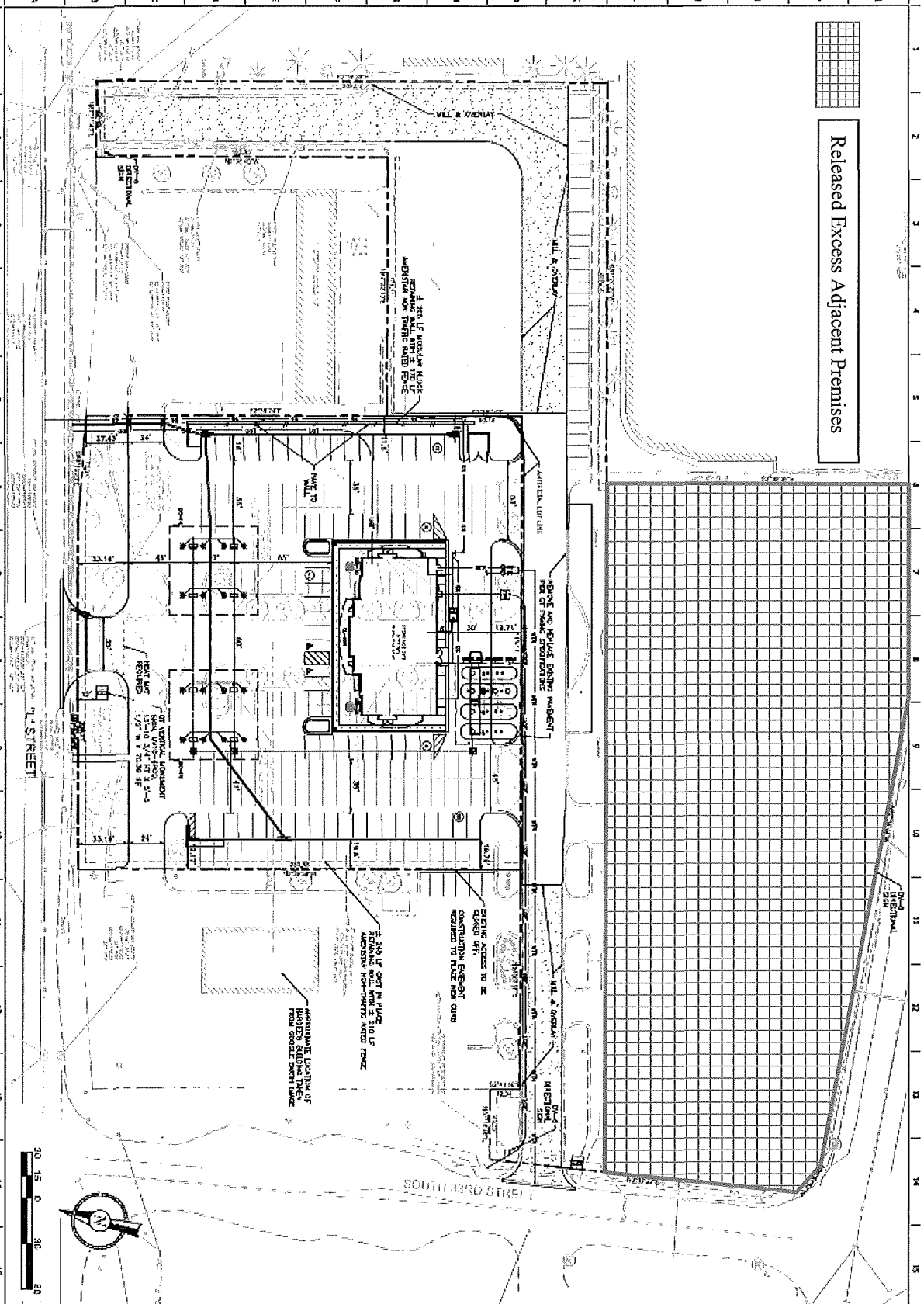
LEGAL DESCRIPTION

PART OF LOT 2, STOCKYARDS PLAZA II REPLAT 1, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 1, STOCKYARDS PLAZA FOUR, A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 4, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDWARD BABE GOMEZ AVENUE; THENCE N82°04'58"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARD BABE GOMEZ AVENUE, A DISTANCE OF 457.10 FEET; THENCE N55°32'11"W ALONG SAID SOUTHERLY LINE OF LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARD BABE GOMEZ AVENUE, A DISTANCE OF 24.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARD BABE GOMEZ AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE SOUTH 33RD STREET; THENCE N03°17'08"E ALONG THE WESTERLY LINE OF LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 33RD STREET, A DISTANCE OF 133.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1; THENCE N86°14'42"E ALONG THE NORTHERLY LINE OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1, A DISTANCE OF 259.15 FEET; THENCE S02°37'56"E, A DISTANCE OF 9.56 FEET; THENCE N87°20'15"E, A DISTANCE OF 195.68 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, STOCKYARDS PLAZA FOUR; THENCE S02°38'50"E ALONG SAID EASTERLY LINE OF LOT 2, STOCKYARDS PLAZA II REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, STOCKYARDS PLAZA FOUR, A DISTANCE OF 226.52 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 86,518 SQUARE FEET OR 1.986 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>	E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>		RELEASED EXCESS ADJACENT PREMISES PART OF LOT 2, STOCKYARDS PLAZA II REPLAT 1 <small>DOUGLAS COUNTY, NEBRASKA</small>
	Drawn by: FCE Chkd by:	Date: 04/17/2017	
<small>Engineering Answers</small>	Job No.: P2013.355.008		



Released Excess Adjacent Premises

DATE	1
DESCRIPTION	1

FILE NO.	0576
DATE	07/11/16
ISSUE DATE	07/11/16

QUICKTRIP

3205 L STREET
OMAHA, NE

QuikTrip No. 0576

3205 L STREET
OMAHA, NE

DATE	
DESCRIPTION	