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return.  
Eli Wirtz  
P.O. Box 3001  
Ankeny, Ia. 50021

INST # 064148  
RECORDING FEE 2600  
AUDITOR FEE \_\_\_\_\_

**ACCESS EASEMENT AGREEMENT**

THIS AGREEMENT made this 26<sup>th</sup> day of March, 1996, by and between Country Club Crossing, Inc. ("Country Club"), an Iowa corporation having its principal place of business in Altoona, Iowa, and Casey's Marketing Company ("Casey's"), an Iowa corporation having its principal place of business in Ankeny, Iowa, WITNESSETH:

WHEREAS, Casey's is the owner of a certain tract of real estate located in Polk County, Iowa and legally described as follows:

A part of Lot 1 in CORNER PLACE, an Official Plat, in Polk County, Iowa, more particularly described as follows:

Commencing at the North 1/4 corner of Section 23, Township 79 North, Range 23 West of the 5th P.M.; thence S89°44'08"W, 2651.19 feet to the NW corner of said Section 23; thence S0°06'59"W along the West line of said Section 23, a distance of 60.00 feet; thence N89°44'08"E, 50.00 feet to the point of beginning; thence N89°44'08"E, 156.30 feet along the South Right-of-Way (R.O.W.) of U.S. Highway 6; thence continuing along said R.O.W. S33°13'52"E, 44.10 feet; thence N89°44'08"E, 11.40 feet; thence S0°24'23"W, 197.00 feet; thence S89°25'48"W, 190.00 feet; thence N0°06'59"W, 235.00 feet to the point of beginning, containing 1.009 acres more or less.

hereinafter referred to as the "Casey's Property", upon which tract Casey's proposes to construct and operate a convenience store with gasoline sale facilities; and

WHEREAS, Country Club is the owner of a tract of land adjoining the Casey's Property along the southerly and easterly boundaries of the said Casey's Property, which tract is described as follows:

Lots One (1) and Two (2) in CORNER PLACE, an Official Plat of a tract of land in the Northwest Quarter of the Northwest Quarter of Section 23, Township 79 North, Range 23 West of the 5th P.M. in Polk County, Iowa except that portion of said Lots One (1) and Two (2) conveyed to Polk County, Iowa for highway right-of-way by Warranty Deed dated March 11, 1987, and filed of record on April 20, 1987 in Book 5709 at Page 551 of the Polk County Records, and except that portion of Lot One hereinabove described as the "Casey's Property"

which said tract is hereinafter referred to as the "Country Club Property" and is in the process of being developed; and

WHEREAS, the Casey's Property has no direct access to the public street located north of the Casey's property, known as Eighth Street S.W. (also known as U.S. Highway

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MURPHY, J. BRIEN  
RECORDER

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No. 6), and Country Club has agreed to provide Casey's an easement for an accessway to said street over adjoining property of Country Club, and the parties have further agreed to establish a joint access approach to the street lying west of the Casey's Property, known as Southwest 34th Avenue;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter provided the parties agree as follows:

1. West Access Easement. The parties hereby establish a permanent joint, mutual and reciprocal easement over and across an area straddling the south boundary line of Casey's Property, adjoining the west boundary line of Lot One in CORNER PLACE, described as follows:

The South Twenty feet (S20') of the West Fifty feet (W50') of the Casey's Property and the North Twenty feet (N20') of the West Fifty feet (W50') of the Country Club Property (the combined areas so defined being also described as the South Forty feet (S40') of the North Two Hundred Seventy-five feet (N275') of the West Fifty feet (W50') of Lot One in CORNER PLACE)

the area so described being hereinafter referred to as the "West Easement Area," upon which said West Easement Area the parties shall establish a joint accessway for the purpose of facilitating the passage of vehicular traffic between 34th Avenue Southwest and the Casey's Property and that portion of the Country Club Property lying south of the Casey's Property and north of the open drainage way located near the south boundary line of Lot One in CORNER PLACE, for the joint benefit of the parties hereto and their respective employees, agents, contractors, customers and business invitees.

2. Construction and Maintenance (West Access Easement). It is agreed that Casey's shall construct and pave the access approach to 34th Avenue Southwest and shall also pave the West Easement Area. Country Club shall reimburse Casey's half the cost of constructing the said approach and paving the approach and West Easement Area. Until the portion of the Country Club Property served by this easement maybe developed and occupied for a commercial use, Casey's shall be solely responsible for maintenance of the access approach and the paving on the West Easement Area. Thereafter, responsibility for such maintenance and repair, including the expense of snow removal, shall be shared equally by the parties.

3. Northeast Access Easement. Country Club hereby grants to Casey's a permanent easement over, upon, and across a portion of the Country Club Property described as follows:

The North One hundred five feet (N105') of the East Two hundred fifteen feet (E215') of the West Four hundred fifty-five feet (W455') of the Northwest Quarter of Section 23, Township 79 North, Range 23 West of

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the Fifth P.M. in Polk County, Iowa except that part thereof lying within the right-of-way of Eighth Street Southwest.

said area being hereinafter referred to as the "Northeast Easement Area," which easement is granted for the purpose of facilitating the passage of vehicular traffic between the Casey's Property and an existing access approach to Eighth Street S.W., for the benefit of Casey's and its employees, agents, contractors, customers and business invitees. The easements rights hereinabove granted to Casey's shall be exclusive to Casey's, except as to that portion of the said Northeast Easement Area lying south of and adjoining the access approach to Eighth Street S.W.

4. Construction and Maintenance (Northeast Access Easement). It is agreed that Casey's shall pave the access approach to Eighth Street S.W. and that portion of the Northeast Access Easement lying south of and adjoining the said access approach. Country Club shall reimburse Casey's half the cost of such paving. The parties shall share equally responsibility for maintenance, repair and replacement of the access approach from Eighth Street S.W. and the paving upon that portion of the Northeast Easement Area lying south of and adjoining the access approach, including the cost of snow removal. At Casey's cost, Casey's shall also construct upon the remainder of the Northeast Access Area a roadway connecting the Casey's Property to the access approach and shall pave the same so as to be suitable for semi-trailer truck traffic. Casey's shall be solely responsible for maintenance of the said roadway.

5. Drainageway Crossing. The parties acknowledge that the roadway to be constructed by Casey's upon the Northeast Easement Area will cross an existing open drainage ditch near the east boundary line of the Casey's Property. Casey's agrees to construct a suitable bridge or culvert system, as the City of Altoona, Iowa may require, to provide support for its roadway without unnecessarily impeding the flow of water through the drainageway. Casey's and its successors and assigns shall be responsible for repair, maintenance, replacement and improvement of such bridge or culvert system as may be from time to time required.

6. Highway Right-of-Way Crossing. The parties acknowledge that in order to provide vehicular access between the Casey's property and the access approach to Eighth Street S.W., it is necessary that the roadway to be constructed by Casey's over the Northeast Easement Area cross over and encroach upon a portion of the adjoining right-of-way associated with Eighth Street S.W. and owned by Polk County, Iowa. The parties further acknowledge that governmental authorities having control of the said right-of-way, including the City of Altoona, have agreed that Casey's may so construct its roadway. Country Club further agrees that in the event any governmental authority having jurisdiction or control thereof should in the future require that Casey's roadway be removed from the right-of-way, then Country Club or its successors in interest will grant to Casey's an alternative route for its said roadway, as near the highway right-of-way as possible, and will grant alternative easement rights, accordingly.

7. Indemnification. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Areas hereinabove described.

8. Benefit. The easement rights herein granted and the obligations herein set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors in interest, as to their respective Properties.

WHEREFORE, the parties have executed this Agreement as of the date and year first above written.

COUNTRY CLUB CROSSING, INC.

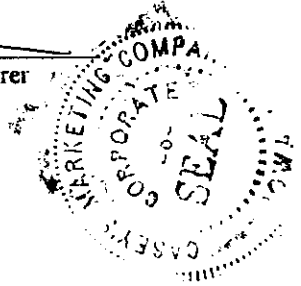
CASEY'S MARKETING COMPANY

By: [Signature]  
Bob L. Albright, President

By: [Signature]  
Robert J. Hood, President

By: [Signature]  
Ed Skinner, Secretary

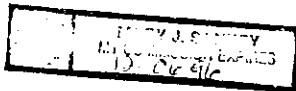
By: [Signature]  
Eli J. Wirtz, Secretary/Treasurer



ACKNOWLEDGMENTS

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 21<sup>st</sup> day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J. Hood and Eli J. Wirtz, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Casey's Marketing Company, the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the said corporation; that the said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Robert J. Hood and Eli J. Wirtz as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

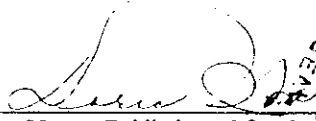


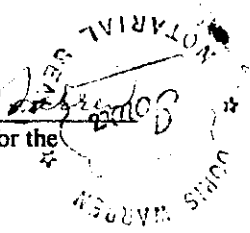
[Signature]  
Notary Public in and for the  
State of Iowa

MARCH 27, 1996

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 26<sup>th</sup> day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bob L. Albright and Ed Skinner to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Country Club Crossing, Inc., the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the said corporation; that the said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Bob L. Albright and Ed Skinner as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

  
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Notary Public in and for the  
State of Iowa



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