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Dina Kopala

REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee \$32.00

Will call-Landmark Title
& Escrow, Inc.

Prepared by/Return to: LeAnne K. Krell, One S.E. Convenience Blvd., Ankeny, IA 50021 (515-965-6543)

PERMANENT SANITARY SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 23rd day of April, 2012, by and between RISC, Inc., a Nebraska corporation with its principal offices at 1950 W. Camino Real, Columbus, Nebraska (hereinafter referred to as "Grantor"), and Casey's Retail Company, an Iowa Corporation with its headquarters located at One SE Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey" or "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of certain real estate ("Grantor's Property") located in Columbus, Platte County, Nebraska, legally described as follows:

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at a point 43.25 feet North of and on the East line of the Southeast Quarter of the Southwest Quarter of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence N01°12'10"W (assumed bearing) on the East line of said Southwest Quarter, 689.2 feet to a point on the South line of the Columbus Cemetery; thence South 89°01'12" W on the South line of said cemetery, 651.0 feet to a point on the East Right-of-Way line of 12th Avenue, City of Columbus, Nebraska; thence S00°00'00" E on the East Right-of-Way line of said 12th Avenue, 681.9 feet to a point on the North Right-of-Way line of 8th Street; thence N89°39'03" E, 665.4 feet on the North Right-of-Way line of 8th Street to the point of beginning, containing 10.36 acres more or less. This parcel of land includes Outlot 33, part of Outlot 32 South of the Columbus Cemetery and part of 8th Street Right-of-Way adjacent to

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Outlot 33 granted to C.W. Louis by the City of Columbus Ordinance No. 989 dated June 6, 1962;

and

WHEREAS, the parties wish to create for themselves, their heirs, successors and assigns, a permanent sanitary sewer easement agreement upon a portion of the Grantor's Property, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth the parties agree as follows:

1. Grantor, for valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell and convey unto Casey's, and to its successors and assigns, for the use and benefit of the public, a sanitary sewer easement through and across that part of Grantor's Property located in Columbus, Platte County, Nebraska, described as follows:

A 20.00 foot wide sanitary sewer easement lying across the Southwest Quarter of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, whose centerline is described as follows:

Commencing at the Southeast Corner of Lot 1 in Cuzzin's Corner, a minor subdivision in the City of Columbus, Platte County, Nebraska; thence North 00°12'11" East, along the East line of said Lot 1 a distance of 149.53 feet to the Easterly most Northeast corner of said Lot 1; thence North 88°57'33" West, along the North line of said Lot 1, a distance of 64.28 feet to the Point of Beginning; thence North 02°22'52" East, a distance of 73.49 feet to the center of a sanitary sewer manhole; thence North 89°55'21" West, a distance of 55.45 feet, to a point on the East line of said Lot 1, said point also being 52.99 feet South of the Northerly most Northeast corner of said Lot 1 said point also being the point of termination,

(hereinafter the "Easement Area." A copy of a drawing of the Easement Area is attached hereto).

2. Grantor shall grant to Casey's a permanent easement for sanitary sewer on Grantor's Property in order to construct, install, maintain, operate, repair, replace, rebuild, modify as necessary, inspect, patrol, at any time and from time to time, in, through, across, and under the permanent easement on Grantor's Property, a sanitary sewer line and appurtenant equipment, connections, lines, and other necessary appliances and structures which are necessary for the proper maintenance and function of the sanitary sewer.

3. Grantor grants to Casey's and its agents, officers, employees, and contractors the authority, right, and privilege at any and all times, when necessary or convenient to do so, to go

upon said described Easement Area, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this easement is made.

4. Grantor agrees that Casey's and its agents, officers, employees, and contractors, may remove any obstructions that have been placed or permitted upon the above-described Easement Area subsequent to the execution of this Easement, and that Grantor shall be under no obligation to repair or replace any obstruction on the Easement Area that were created or occurred subsequent to the execution of this Easement unless agreed to in writing by Grantor.

5. Grantor agrees that all lines, connections, and other appliances and structures installed by Casey's shall remain the sole and exclusive property of Casey's, subject to removal at the option of Casey's.

6. Casey's agrees to backfill any trench made, repair and replace any concrete or hard surface now located upon the Easement Area, reseed grass (or re-sod as is appropriate) and restore to its original condition landscaping, fixtures or other items or property located on the disturbed portion of the Easement Area after each entry by Casey's.

7. This easement is for Casey's non-exclusive use of the Easement Area. Casey's shall not do anything so as to unreasonably interfere with the use by Grantor and its invitees of the Easement Area for an extended period of time, including, but not limited to, erecting or maintaining a barricade, fence or other like obstruction so as to impair the free flow of vehicular traffic thereon (except this restriction shall not apply to reasonable temporary construction barricades).

8. Casey's agrees to indemnify and hold Grantor harmless from and against all claims, liabilities, and expenses relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by Casey's, its agents, officers, employees and contractors, of the easement granted hereby. Whenever possible, Casey's shall give Grantor reasonable advance notice of any repair or replacement related to this easement.

9. Grantor covenants to and with Casey's that Grantor is lawfully seized and possessed of Grantor's Property, has a good and lawful right and power to convey an easement on Grantor's Property, that Grantor's Property is free and clear of all encumbrances, and that Grantor will forever warrant and defend the title to said easement and quiet enjoyment thereof against lawful claims or demands of all persons whomsoever.

10. The grant and other provisions of this permanent easement shall be perpetual and run with the land so long as Casey's continues to utilize the Easement Area as a part of its convenience store.

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

RISC, INC.

Dennis C. Hirschbrunner
Dennis C. Hirschbrunner, President

CASEY'S RETAIL COMPANY

By: Terry W. Handley
Terry W. Handley, President

By: Lindsay J. Rauterkus
Lindsay J. Rauterkus, Asst. Secretary

ACKNOWLEDGMENTS

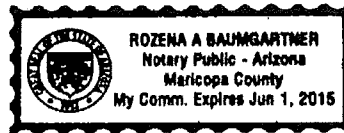
STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 13th day of April, 2012, before me the undersigned, a Notary Public in and for said county and state, personally appeared Terry W. Handley and Lindsay J. Rauterkus, who being by me duly sworn, did state that they are the President and Assistant Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Terry W. Handley and Lindsay J. Rauterkus, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



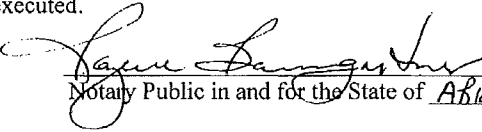
Patty A. Gronewold
Notary Public in and for the State of Iowa

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)



On this 23rd day of APRIL, 2012, before me the undersigned, a Notary Public in and for said county and state, personally appeared Dennis C. Hirschbrunner, who being by me duly sworn, did state that he is the President of RISC, Inc., the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by

authority of its Board of Directors; and the said Dennis C. Hirschbrunner, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


Notary Public in and for the State of ARIZONA

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**CUZZIN'S CORNER SUBDIVISION,
A MINOR SUBDIVISION TO THE
CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA**

Developer:
Dennis H. Horschbamer
1100 West Camino Real
Platteville, MO 65731
Phone: (660) 635-1720

Legend--
● Found Monument
○ 5/8" x 2 1/2" Rebar
x Plastic Survey Cap
x Survey Mark in Concrete
M Measured this Survey
R Recovered Measurement
S.L. Wilman, L.S. #316

Note: All bearings are referenced from True North assumed of the Northeast Corner Section 36, T17N, R16E.

Description:
The land located in the SE 1/4 of the SW 1/4, Section 20, T17N, R16E of the NE 1/4 of the SW 1/4 of Section 36, T17N, R16E is hereby divided into the following parcels:
Parcel 1: 97255 Sq. Feet, 2.23 Acres, bounded by the Southeast corner of said SE 1/4 SW 1/4; thence N 02°11'52" E 149.50 ft. to the North right-of-way line of 8th Street, City of Columbus; thence N 89°57'17" W 263.75 ft. on the North right-of-way line of said 8th Street to the North East corner of the proposed parcel; thence S 89°57'17" W 177.00 ft. to the East right-of-way line of said 8th Street; thence S 89°57'17" W 177.00 ft. to the East right-of-way line of said 8th Street; thence S 89°57'17" E 177.00 ft. to the East right-of-way line of said 8th Street; thence S 02°11'52" W 149.50 ft. to the point of beginning, containing 2.23 acres more or less.

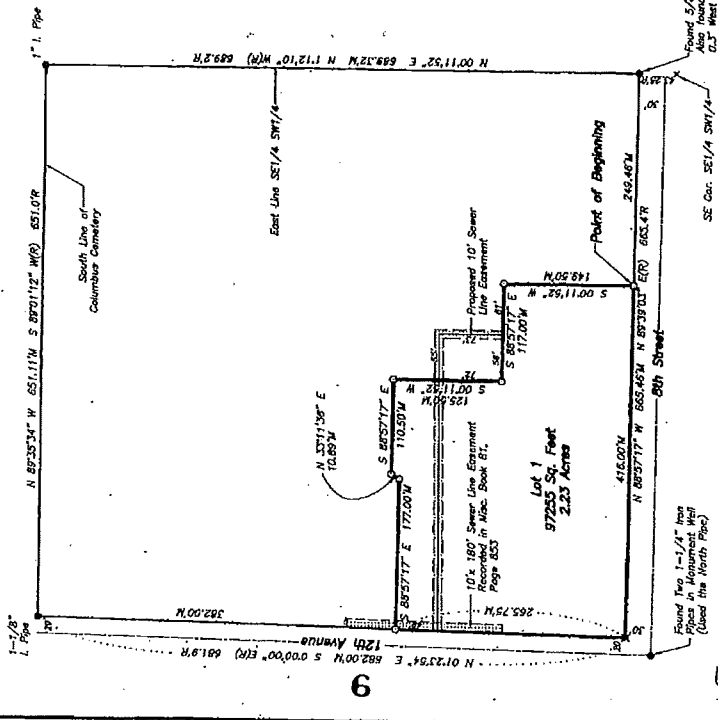
Surveyor's Statement:
I, Thomas A. Thoma, a Registered Land Surveyor in the State of Nebraska, hereby certify that I have personally supervised the survey and that the foregoing is a true and correct representation and is correct to the best of my knowledge and belief.
Thomas A. Thoma, L.S. #465
January 26, 2012

City of Columbus Approval:
This Plat of Cuzzin's Corner Subdivision, a minor subdivision, to the City of Columbus Platte County, Nebraska
is approved this 26th day of February, 2012.
C. J. [Signature]
City Clerk



TS	PLAT	TA THOMA	17/26/2012
	DATE	BY	DATE

**CUZZIN'S CORNER SUBDIVISION
A MINOR SUBDIVISION
COLUMBUS NEBRASKA**



Found 5.80\" I. Rod
Monument - 1/4\" I. Pipe
0.2\" West of true I. Rod

Found Two 1-1/4\" Iron
Pipes in Monument Well
(Under the North Pipe)