



Prepared by and after Recording Return to:

Douglas M. Beech, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021 P: 515/965-6284

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 24th day of April, 2016, by and between Casey's Retail Company, an Iowa corporation with Headquarters at One SE Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's") and Patricia L. Quattrocchi, of 6511 Saltgrass Road, Lincoln, Nebraska (hereinafter referred to as "Quattrocchi"),

WITNESSETH:

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

Lots Four (4), Five (5), Six (6) and Seven (7), all in Block Nine (9) in Woods Bros. Lakeview Acres, Lincoln, Lancaster County, Nebraska, except that portion of Lots Five (5) and Six (6) thereof deeded to the State of Nebraska,

upon which property Casey's proposes to develop as a convenience store with gasoline sales facilities;

WHEREAS, Quattrocchi is the owner of certain real estate ("Quattrocchi Property") located north and adjacent to the Casey's Property also located in Lincoln, Lancaster County, Nebraska, legally described as follows:

Lots Two (2), Three (3), Eight (8) and Nine (9), all in Block Nine (9) in Woods Bros. Lakeview Acres, Lincoln, Lancaster County, Nebraska.

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WHEREAS, the parties wish to create for themselves, their heirs, successors and assigns, a joint driveway easement and maintenance agreement upon a portion of the Casey'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. ACCESS EASEMENT. For and in consideration the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Casey's hereby grants and conveys unto Quattrocchi a permanent non-exclusive easement over and across a portion of the Casey's Property described as follows:

All that part of Lots Four (4) and Seven (7), all in Block Nine (9) in Woods Bros. Lakeview Acres, a platted subdivision in Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

The North 26.00 feet of said Lot Four (4) and the North 26.00 feet of said Lot Seven (7), containing 7,275 square feet, more or less, of platted land,


which said parcel of real estate is herein referred to as the "Easement Area."

2. PURPOSE. The parties agree that the easement is given for the purpose of allowing ingress and egress to and from the Casey's Property and the Quattrocchi Property and the adjoining public roadways known as NW 19th Street and NW 20th Street by Casey's and Quattrocchi and their respective employees, tenants and business invitees of them and their respective tenants. The parties further agree that they will sign any and all necessary forms to effectuate the granting of said ingress and egress easement and the construction of the paved approaches to NW 19th Street and NW 20th Street, including but not limited to, signing all necessary Nebraska Department of Transportation permits and/or Lincoln City permit forms.
3. MAINTENANCE AND CONSTRUCTION. In conjunction with the building of the convenience store on the Casey's Property, Casey's shall pave the Easement Area and shall construct and pave the access approaches thereto from NW 19th Street and NW 20th Street, upon construction specifications agreeable to Casey's. Quattrocchi shall be responsible for the maintenance and repair of the Easement Area and for the removal of snow and debris from the same. Each of the parties agrees to use its best efforts to assure that the above-described Easement Area is kept free of obstructions to the free flow of vehicular traffic over and across the same.

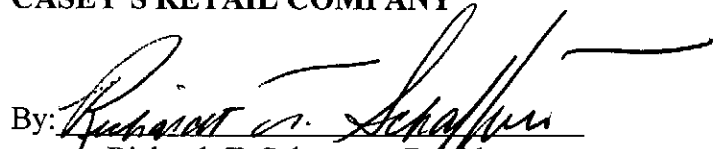
4. INDEMNIFICATION. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area hereinabove described. Each party agrees to add the Easement Area hereinabove described to the premises covered by any policy of "Premises Liability" insurance which it maintains with respect to its property served by this easement.
5. 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 of their respective properties.

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

QUATTROCCHI

By: 
Patricia L. Quattrocchi

CASEY'S RETAIL COMPANY

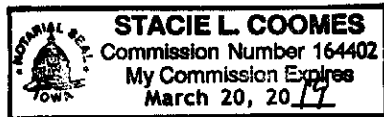
By: 
Richard T. Schappert, President

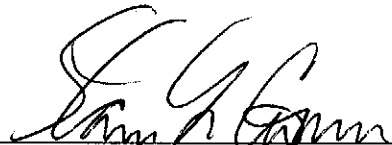
By: 
Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 29 day of April, 2016, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richardt T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the President and 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 Richardt T. Schappert and Julia L. Jackowski, 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.

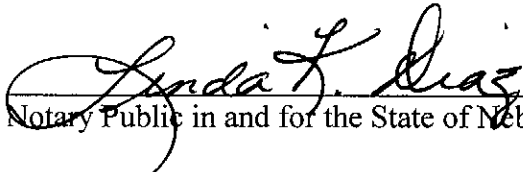



Notary Public in and for the State of Iowa

STATE OF NEBRASKA)
) SS:
COUNTY OF Seneca

On this 2nd day of May, 2016, before me the undersigned, a Notary Public in and for said county and state, personally appeared Patricia L. Quattrocchi, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for the State of Nebraska