

**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**

**SIGN EASEMENT AGREEMENT**

THIS SIGN EASEMENT AGREEMENT ("Easement Agreement"), made this 29th 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.

WTC-WTC-PL

WOODS LAAC

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\$40

WHEREAS, the parties have reached an agreement whereby Quattrocchi shall be granted an easement for the replacement of a 5' by 10' section of the 35 foot pylon sign ("Casey's Sign") located on the Casey's Property, upon the terms and conditions herein provided;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EASEMENT AGREEMENT. Casey's hereby sells, grants and conveys unto Quattrocchi a permanent easement for the purpose of use and replacement of a 5' by 10' section of the Casey's Sign depicting the advertising or logo for the then current business or tenant on the Quattrocchi Property and the right to access a portion of the Casey's Property to replace said section of the Casey's Sign defined as a portion of the Casey's Property described as follows:

All that part of Lot Six (6), 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 West 30.00 feet of the South 20.00 feet of the North 80.00 feet of said Lot 6, containing 600 square feet, more or less, of platted land.

A diagram depicting the location of the Easement Area is attached hereto as Exhibit "A". A diagram of the Casey's Sign is attached hereto as Exhibit "B".

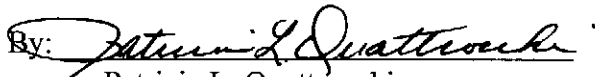
2. MAINTENANCE AND CONSTRUCTION. In conjunction with the building of the convenience store on the Casey's Property, Casey's shall construct the Casey's Sign upon specifications approved by the City of Lincoln and as depicted on Exhibit "B". Casey's shall be responsible for the maintenance, repair and utility costs of the Casey's Sign. Quattrocchi or the tenant on the Quattrocchi Property shall be responsible for the cost of any replacement of the 5' by 10' section of the Casey's sign attributable to the business or tenant on the Quattrocchi's Property.
3. CASEY'S USE. Casey's shall have the undisturbed right of use of the Easement Area and the Casey's Sign, as so far as such does not interfere with the rights herein granted to Quattrocchi.
4. INDEMNIFICATION. Quattrocchi shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property and injuries to or deaths suffered by persons by the reason of the replacement by Quattrocchi or Quattrocchi's tenant of the 5' by 10' section of the Casey's Sign pursuant to this agreement, except to the extent such claim(s) arises out of any act or omission of

Casey's constituting negligence, willful misconduct or any breach of its obligations under this Easement Agreement.

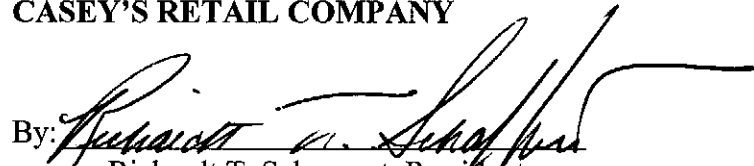
5. BINDING EFFECT. Each of the covenants and agreements made and provided herein shall be construed as covenants and agreements imposed upon and running in perpetuity with the land. Each and every one of the benefits and burdens of this agreement shall inure to and be binding upon their respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

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

**QUATTROCCHI**

By:   
Patricia L. Quattrocchi

**CASEY'S RETAIL COMPANY**

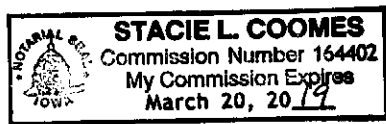
By:   
Richard T. Schappert, President

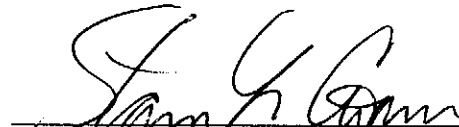
By:   
Julia L. Jackowski, Secretary

## 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

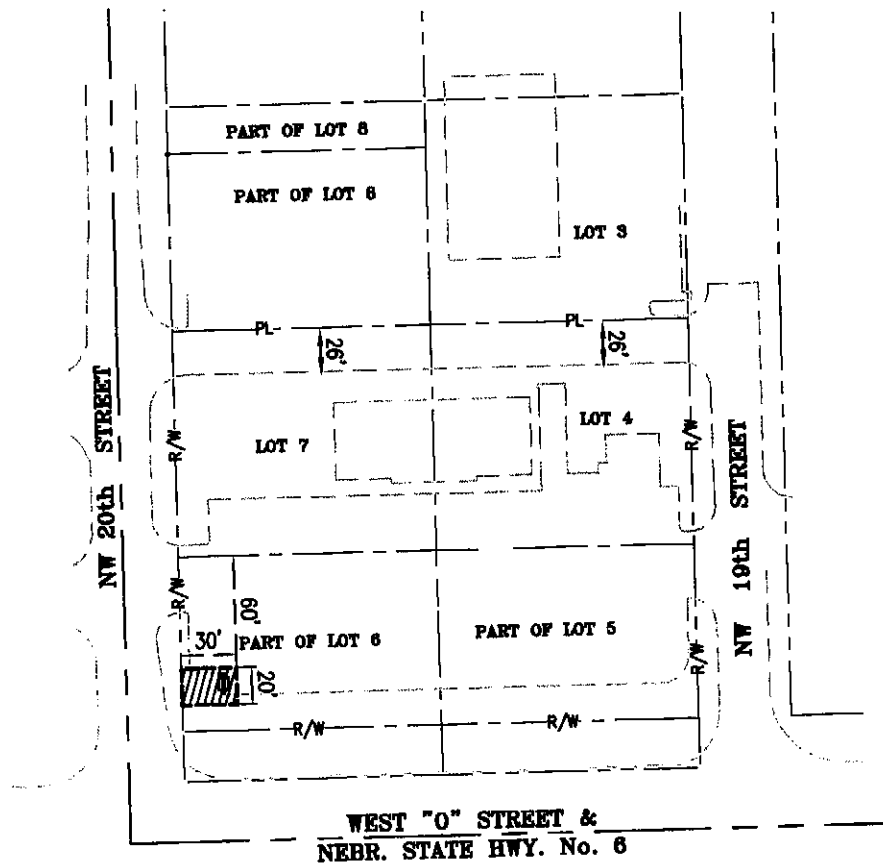
STATE OF NEBRASKA        )  
                                      ) SS:  
COUNTY OF Spencer     )

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

**EXHIBIT "A"**  
**SIGN EASEMENT**  
**PART OF LOT SIX (6), IN BLOCK NINE (9)**  
**IN WOODS BROS. LAKEVIEW ACRES, A PLATTED**  
**SUBDIVISION IN LINCOLN, LANCASTER COUNTY, NEBRASKA.**



SCALE: 1"=100'



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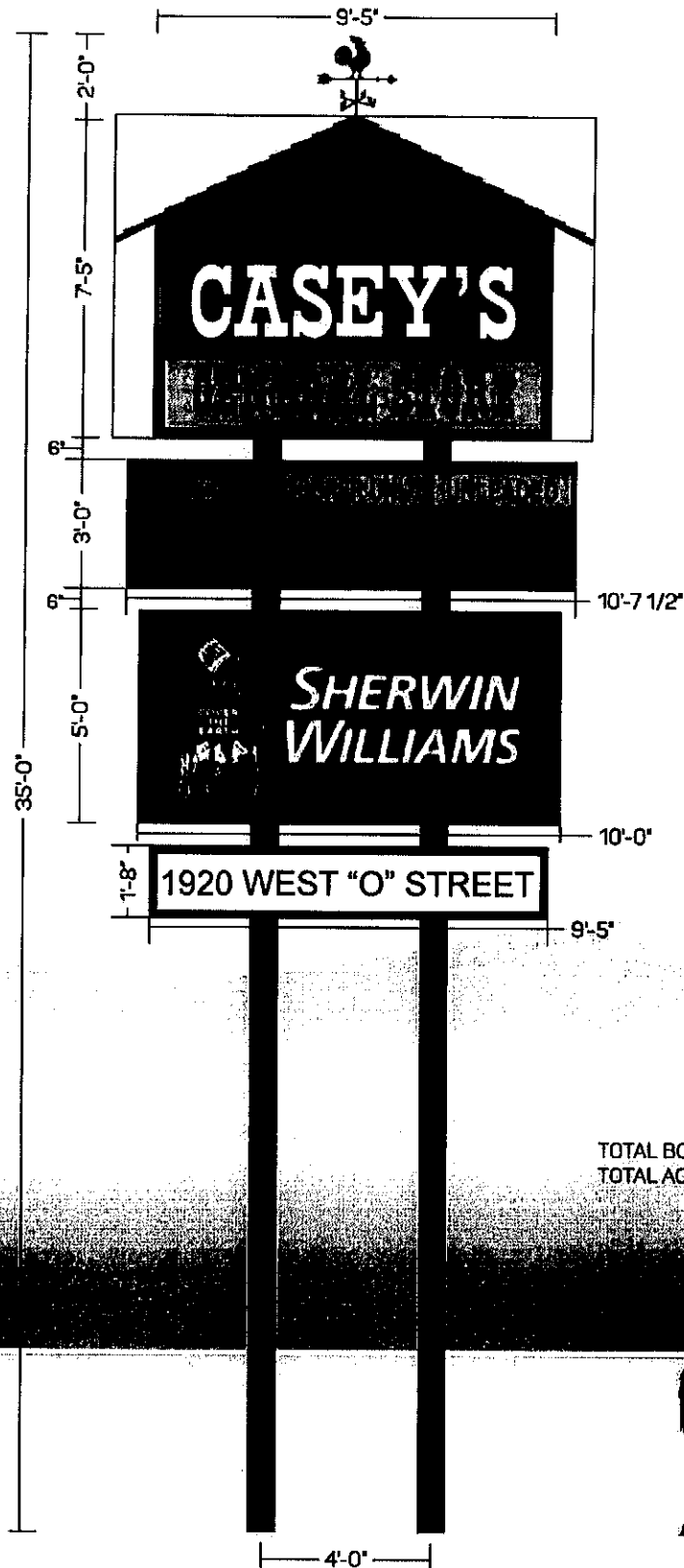
PLANNING  
ENGINEERING  
IMPLEMENTATION

PHELPS ENGINEERING, INC  
1270 N. Winchester  
Olathe, Kansas 66061

(913) 393-1155  
Fax (913) 393-1166  
www.phelpsengineering.com

PROJECT NO. 141089  
DATE: 04-19-2016  
BY: DAF

# EXHIBIT "B"



ID SIGN BOXED = 69.84 SQ FT  
ID SIGN ACTUAL = 59.89 SQ FT

PRICE SIGN = 31.88 SQ FT

SW SIGN = 50.00 SQ FT

TOTAL BOXED SIGN AREA = 151.72 SQ FT  
TOTAL ACTUAL SIGN AREA = 141.77 SQ FT

GRAPHIC DETAIL  
SCALE: 1/4" = 1'-0"

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>CASEY'S</b>	Date: <b>04/07/16</b>	Prepared By: <b>CM/RM/PKE</b>	Notes: Colors may vary from actual colors shown in photograph. All colors are to be confirmed with customer. If dimensions are correct, please provide a signed P&G and a revision to this drawing.	<b>persōna</b> SIGNS   LIGHTING   IMAGE	DISTRIBUTED BY SIGN UP COMPANY 700 2nd Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com
Location: <b>LINCOLN, NE</b>	File Name: <b>139111 - R2 - LINCOLN, NE - PYLON</b>	Eng: <b>-</b>			