

WASHINGTON COUNTY, STATE OF NEBRASKA
Instrument Number 2014-00162

Karen A. Madsen
REGISTER OF DEEDS

FILED

2014 Jan-16 PM 01:35

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

Recorded _____
General _____
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Proofed _____
Scanned _____

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 28 day of October, 2013, by and between Casey's Retail Company, an Iowa corporation with Headquarters at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's") and Hayden Place Development, LLC, of P.O. Box 389, Buffalo, Wyoming (hereinafter referred to as "Hayden"),

WITNESSETH:

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

Lot 12, Administrative Replat of Hayden Place Replat One, in the City of Blair, Washington County, Nebraska,

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

WHEREAS, Hayden is the owner of certain real estate ("Hayden Property") located North and adjacent to the Casey's Property also located in Blair, Washington County, Nebraska, legally described as follows:

Lot 11, Administrative Replat of Hayden Place Replat One, in the City of Blair, Washington County, Nebraska;

WHEREAS, the parties wish to create for themselves, their heirs, successors and assigns, a joint driveway easement and maintenance agreement upon a parcel which includes a portion of the Casey's Property and a portion of the Hayden 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 Hayden a non-exclusive reciprocal easement over and across a portion of the Casey's Property described as follows:

A part of Lot 12, Administrative Replat of Hayden Place Replat One, in the City of Blair, Washington County, Nebraska, being particularly described as follows:

COMMENCING at the Northwest Corner of Lot 12, Administrative Replat of Hayden Place Replat One; THENCE South 89°50'32" East, along the North line of said Lot 12, a distance of 42.31 feet to the POINT OF BEGINNING; THENCE continuing along the North line of said Lot 12, South 89°50'32" East, a distance of 163.83 feet; THENCE North 72°54'59" East, a distance of 25.00 feet, to the Northeast Corner of said Lot 12; THENCE South 17°05'00" East, along the East line of said Lot 12, a distance of 17.50 feet; THENCE South 72°54'59" West, a distance of 27.65 feet; THENCE North 89°50'32" West, a distance of 166.49 feet; THENCE North 00°09'29" East, a distance of 17.50 feet to the POINT OF BEGINNING, and containing 3,351 square feet, more or less.

Hayden hereby grants and conveys to Casey's a non-exclusive reciprocal easement over and across a portion of the Hayden Property, described as follows:

A part of Lot 11, Administrative Replat of Hayden Place Replat One, in the City of Blair, Washington County, Nebraska, being particularly described as follows:

COMMENCING at the Northwest Corner of Lot 12, Administrative Replat of Hayden Place Replat One; THENCE South 89°50'32" East, along the North line of said Lot 12, a distance of 42.31 feet to the POINT OF BEGINNING; THENCE North 00°09'29" East, a distance of 17.50 feet; THENCE South 89°50'32" East, a distance of 161.18 feet; THENCE North 72°54'59" East, a distance of 22.34 feet, to a point on the East line of said Lot 11; THENCE South 17°05'00" East, along said East line, a distance of 17.50 feet, to the Northeast Corner of said Lot

12; THENCE South 72°54'59" West, along the North line of said Lot 12, a distance of 25.00 feet; THENCE continuing along the North line of said Lot 12, North 89°50'32" West, a distance of 163.83 feet to the POINT OF BEGINNING, and containing 3,258 square feet, more or less,

which said parcels of real estate combined are herein collectively referred to as the "Easement Area." A diagram depicting the locations of the Easement Area is attached hereto and incorporated herein as Exhibit "A".

2. PURPOSE. The parties agree that the easements are given for the purpose of allowing ingress and egress to and from the Casey's Property and the Hayden Property and the adjoining public roadway known as 20th Street by Casey's and Hayden and their respective employees and business invitees. 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 approach to 20th Street, including but not limited to, signing all necessary Nebraska Department of Transportation permits and/or Blair 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 an access approach thereto from 20th Street, upon construction specifications agreeable to Casey's. Casey's shall be initially responsible for the maintenance and repair of the Easement Area and for the removal of snow and debris from the same. At such time as the Hayden Property is developed in any manner or sold or leased, then, at that time, each of the parties shall be responsible for one-half (1/2) of 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.

HAYDEN PLACE DEVELOPMENT, LLC

By: Wayne A. Jones
Wayne A. Jones, Member

CASEY'S RETAIL COMPANY

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

By: Julia L. Jackowski
Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 28 day of October, 2013, before me the undersigned, a Notary Public in and for said county and state, personally appeared Terry W. Handley 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 Terry W. Handley 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.



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

STATE OF Wyoming)
) SS:
COUNTY OF Johnson)

On this 31 day of December, 2013, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Wayne A. Jones, to me personally known, who being by me duly sworn, did say that that person is member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Wayne A. Jones acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]
Notary Public in and for said County and State



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EXHIBIT "A"

PREPARED BY: A. LEO PELDS ENGINEERING CO. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

ACCESS EASEMENT (NORTH)

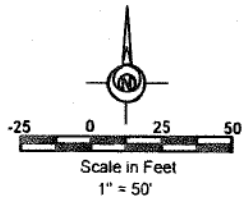
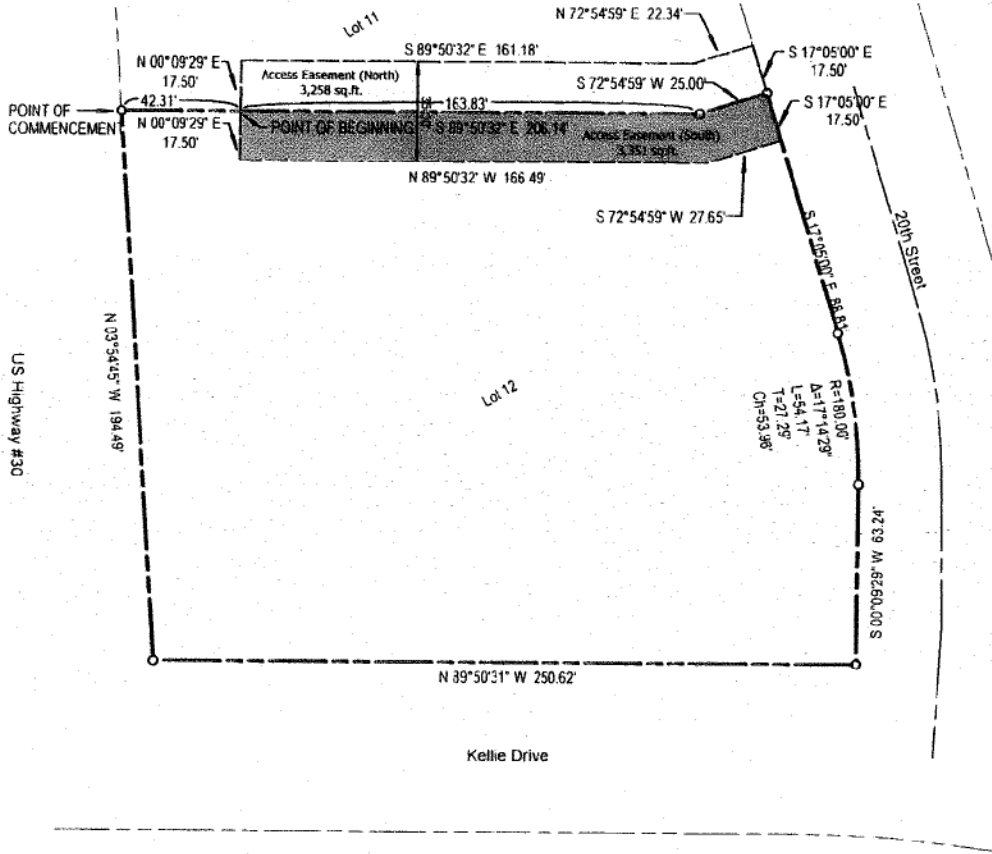
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ACCESS EASEMENT (SOUTH)

A part of Lot 12, Administrative Replat of Hayden Place Replat One, in the City of Blair, Washington County, Nebraska, being particularly described as follows:

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| SYMBOLS LEGEND | |
|----------------|------------------------|
| ● | FOUND IRON ROD OR PIPE |
| ○ | CALCULATED CORNER |

NOTE:
 THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSIDENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

DRAWN BY: E. Jondle
 FILE: S:Casey\Blair_NE\Easements\Access Easement

A. LEO PELDS ENGINEERING COMPANY
 Engineering | Planning | Surveying

2323 Dixon Street, Des Moines, IA 50316 - P.O. Box 1626, Des Moines, IA 50305 - P. (515) 265 8196 F. (515) 266-2259