

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2001-33299

2001 OCT 12 P 12:37

Glenn J. Ludwig
REGISTER OF DEEDS

Counter *km*

Verify *hw*

D.E. *in*

Proof *D*

Fee \$ *26.00*

Ok ☒ Cash ☐ Cng ☐

3409

This space for Recorder's use only.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT made this 17th day of July, 2001, by and between Casey's General Stores, Inc., an Iowa corporation with headquarters at One Convenience Blvd., Ankeny, Iowa (hereinafter referred to as "Casey's") and Charles G. Smith of Omaha, Nebraska (hereinafter referred to as "Smith").

WITNESSETH:

WHEREAS, Casey's is the owner of certain real estate (hereinafter referred to as "Casey's Property") located in Papillion, Sarpy County, State of Nebraska, legally described as follows:

Lot 2, Summerfield 2nd Addition, a subdivision in Sarpy County, Nebraska.

Upon which property Casey's operates a convenience store with gasoline sales facilities;

WHEREAS, Smith is the owner of an adjacent parcel (hereinafter referred to as "Smith Property") that lies east of and immediately adjacent to the Casey's Property.

WHEREAS, the parties wish to create an Access Easement Agreement and maintenance agreement over and across a portion of the Smith Property, upon the terms and conditions herein contained.

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 herein agree as follows:

1. ACCESS EASEMENT. Smith does hereby and herein grant unto Casey's and its respective heirs, executors, administrators, successors, assigns, and grantees a non-exclusive easement for ingress and egress along a portion of the Smith Property described in the attached Easement Exhibit marked Exhibit "A" attached hereto and incorporated by reference (hereinafter referred to as "Easement Area").

2. PURPOSE. Parties agree that this easement is granted to Casey's for the purpose of allowing ingress and egress to and from the Casey's Property, by its respective employees and business invitees, from Pinnacle Drive and the Smith Property by Casey's and Smith and their respective employees and business invitees. Smith shall also be allowed to use the Easement Area to gain access to the Smith Property. Smith agrees that no buildings or structures shall be placed, erected or constructed in the Easement Area without the express written authorization of an officer of Casey's. The parties 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 including, but not limited to, signing all necessary Nebraska Department of Transportation permits, Sarpy County permits, and/or Papillion City permit forms.

3. CONSTRUCTION OF ACCESS AND APPROACH. Casey's hereby agrees that they shall construct an access approach and a paved roadway (hereinafter collectively referred to as "Roadway") over and along the Easement Area. The cost of the pavement and construction of the Roadway will be borne by Casey's. The parties agree that the access Roadway will be approximately 30 feet wide and provide continuous unobstructed access to and from the Casey's Property. The Roadway shall be built with concrete that has sufficient strength and quality, in a good and workman like manner, and in substantial compliance with all requirements of the law and applicable government rules and regulations.

4. TEMPORARY CONSTRUCTION EASEMENT. Smith hereby grants unto Casey's a temporary construction easement over and across a 15-foot perimeter surrounding the Easement Area where the exclusive purpose of permitting Casey's and its workman, employees, contractors, and their vehicles, equipment and access to such area to perform work in connection with the construction by Casey's of the Roadway to be located on the Easement Area. Construction of the Roadway shall be completed as expeditiously as may be practical. Upon completion of the construction of the Roadway, Casey's shall restore the portion of the Smith Property adjacent to the Easement Area to the approximate same condition as prior to the commencement of the construction work. The right of access herein granted shall be affective at any and all reasonable times commencing immediately until the construction of the Roadway has been completed. This temporary construction easement shall terminate, in any event, after the completing of said construction of the Roadway as expeditiously as may be practicable due to weather constraints, acts of God, strikes, lockout, or other labor disputes, floods, fires, landslides, order of any court, government agency or official having jurisdiction thereof, or any other cause not reasonable within the control of Casey's, in which event that this temporary construction easement shall continue effective for such further reasonable time as may be required to complete the paving process.

5. MAINTENANCE OF THE ROADWAY. Casey's shall be responsible for the removal of snow and debris from the Roadway. Parties agree that all expense of maintenance and repair of the Roadway shall be borne entirely by Casey's. Casey's shall have the authority to repair said Roadway and any repairs will be completed at Casey's expense. If Smith deems the Roadway in need of repairs, Smith shall send written notice detailing the needed repairs to Casey's General Stores, Inc., One S.E. Convenience Blvd., Ankeny, IA, 50021. Casey's shall

cause the Roadway to be repaired within ninety (90) days of Smith's written notice, weather permitting. Each of the parties agree to use its best effort to assure that the above-described Easement Area is kept free of obstructions including, but not limited to, parked vehicles to the free flow of vehicular traffic over and across the same.

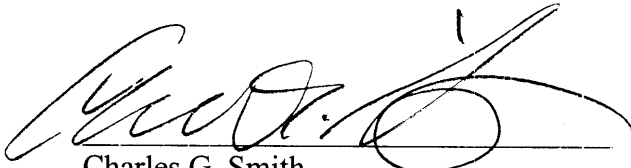
6. INDEMNIFICATION. Casey's shall hereto protect, defend, hold harmless and indemnify Smith from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area hereinabove described. Each party agrees to enter the Easement Area hereinabove described to the premises covered by any policy of "Premises Liability" insurance which it maintains with respect to its property served by this easement.


7. BENEFIT. The easement rights herein granted and the obligations 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 and interest or subsequent purchase of their respective properties.

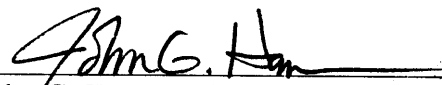
WHEREFORE, the parties have executed this Agreement on the date and year first written above.

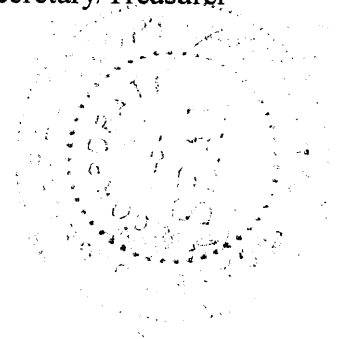
SELLER

CASEY'S GENERAL STORES, INC.


Charles G. Smith

BY: 
Ronald M. Lamb, President and CEO

BY: 
John G. Harmon, Secretary/Treasurer



ACKNOWLEDGEMENTS

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

On this 3rd day of August, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald M. Lamb and John G. Harmon, to me personally known, who being by me duly sworn, did say that they are the President and CEO and Secretary/Treasurer, respectively, of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Ronald M. Lamb and John G. Harmon 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.

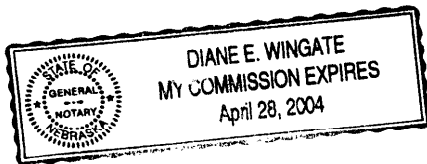


Beth A. Agan

Notary Public in and for said County and State

STATE OF NEBRASKA)
) SS:
 COUNTY OF Douglas)

On this 2 day of August, 2001, before me the undersigned, a Notary Public in and for said county and state, personally appeared Charles G. Smith, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Diane E. Wingate

Notary Public in and for said County and State

This Document was prepared by and Return to:
 Scott E. Creutzmann, Legal Counsel
 P.O. Box 3001
 Ankeny, IA 50021

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EASEMENT EXHIBIT

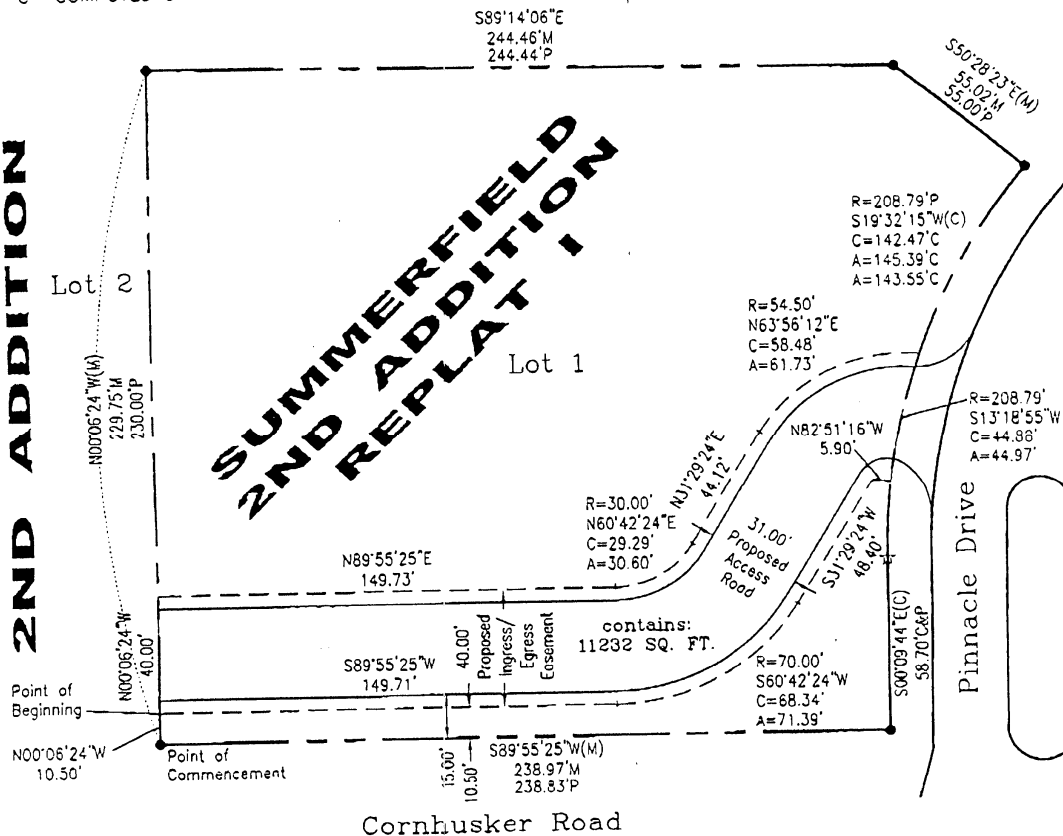
LEGAL DESCRIPTION

A permanent ingress/egress easement over part of Lot 1, Summerfield 2nd Addition Replat 1, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 1;
 Thence North 00°06'24" West (assumed bearings) for 10.50 feet along the west line of said Lot 1, to the TRUE POINT OF BEGINNING;
 Thence North 00°06'24" West for 40.00 feet continuing along the said west line of Lot 1;
 Thence North 89°55'25" East for 149.73 feet parallel with and 50.50 feet north of the south line of said Lot 1;
 Thence along a curve to the left (having a radius of 30.00 feet and a long chord bearing North 60°42'24" East for 29.29 feet) for an arc length of 30.60 feet;
 Thence North 31°29'24" East for 44.12 feet;
 Thence along a curve to the right (having a radius of 54.50 feet and a long chord bearing North 63°56'12" East for 58.48 feet) for an arc length of 61.73 feet to the east line of said Lot 1;
 Thence along a curve to the left (having a radius of 208.79 feet and a long chord bearing South 13°18'55" West for 44.88 feet) for an arc length of 44.97 feet along the said east line of Lot 1;
 Thence North 82°51'16" West for 5.90 feet;
 Thence South 31°29'24" West for 48.40 feet;
 Thence along a curve to the right (having a radius of 70.00 feet and a long chord bearing South 60°42'24" West for 68.34 feet) for an arc length of 71.39 feet to a point 10.50 feet north of the south line of said Lot 1;
 Thence South 89°55'25" West for 149.71 feet parallel with and 10.50 feet north of the said south line of Lot 1, to the POINT OF BEGINNING.
 Contains 11232 square feet.

LEGEND

- ☆ COMPUTED CORNER
- CORNERS FOUND (5/8" REBAR)
- M MEASURED DIMENSIONS
- P PLAT DIMENSIONS
- C COMPUTED DIMENSIONS

SUMMERFIELD
2ND ADDITION

Ref.: 10031003
 01003/DWG/1003case
 Book 01003 Page 5

Date July 2, 2001

Dwn.By DJB

Job Number 01003.00-406



lamp, rynearson & associates, inc.
 engineers surveyors planners

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