

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-38666

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Glenn J. Lowrey
REGISTER OF DEEDS

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Verify AKA
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Fee \$ 21.50
Ck Cash Chg
SEC

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this 17th day of July, 2001, by and between Casey's General Stores, Inc., an Iowa corporation with Headquarters at One Convenience Boulevard, 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 the "Casey's Property") located in Pappillion, Sarpy County, Nebraska legally described as follows:

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

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

WHEREAS, Charles Smith is the owner of certain real estate (hereinafter referred to as the "Smith Property") surrounding and adjacent to the Casey's Property on the north and the east, legally described as follows:

Lot 8 and Lot 1, Summerfield 2nd Addition, a subdivision in Sarpy County, Nebraska

WHEREAS, the Casey's Property contains sediment control and drainage control berms on its north and east borders and Casey's wishes access to Smith Property to regrade the berms to enhance their aesthetics and reinforce the sediment and drainage controls in its preparation to construct a convenience store upon the Casey's Property.

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. Smith hereby sells, grants and conveys unto Casey's a twenty (20) foot wide "L"-shaped temporary construction easement for the purpose of constructing, landscaping, planting, terracing, grading, scraping, spreading, sloping, transporting, moving, removing, shifting,

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stock piling, loading, dumping and adding soil fill materials (collectively referred to as "Fill Materials") to the Smith Property to adjust the grade of the Smith Property to modify the existing sediment and drainage control berms in preparation for the construction and operation of a convenience store with gasoline sales upon the Casey's Property (hereinafter referred to as the "Easement Area") defined as follows:

Beginning at a point on the southwest corner of Lot One, Summerfield Second Addition ^{Replat I} a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence east 20 feet along the south border of Lot ~~Two~~ to a point; thence north 250 feet along a line parallel to the west border of Lot One to a point located 20 feet north of the south boundary line of Lot Eight; thence westerly 238 feet to the west border of Lot 8, along the line parallel to the south border of Lot Eight to a point; thence south twenty feet to a point being the southwest corner of Lot Eight thence east 225 feet along the south border of Lot Eight to a point; thence south 230 feet to the point of beginning.

Lot 1, Summerfield 2nd Addition, Replat I

2. Construction on the Smith Property. Smith agrees that Casey's and its workmen, employees, contractors and vehicles and equipment shall have access to the Easement Area to perform work in connection with the placing, shifting or removing of the Fill Materials on the necessary portions of the Easement area. The parties agree that the Easement Area consists of unimproved land and upon completion of the construction, sloping and/or grading of the Easement Area, Casey's shall restore the portion of the Smith Property within the Easement Area to approximately the same condition as prior to the commencement of any construction work.

3. Duration of Easement. This Temporary Construction Easement Agreement shall terminate, in any event, as of July 16, 2004, unless Casey's is prevented from completing the modification and regrading of the surrounding areas of the Roadway by said date due to weather constraints, acts of God, strikes, lockouts or other labor disputes, floods, fires, landslides, order of any court, government agency or official having jurisdiction thereof, or any other cause not reasonably within the control of Casey's, in which event that this Temporary Construction Easement Agreement shall continue effective for such further reasonable time as may be required to complete the project.

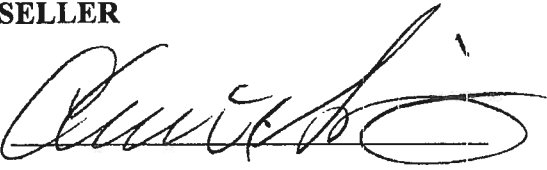
4. Indemnification. Casey's shall indemnify and hold Smith harmless from any and all claims for damage to real estate or property, injuries to or death suffered by any persons by the reason of work on the improvements located within the Easement Area pursuant to this Agreement.

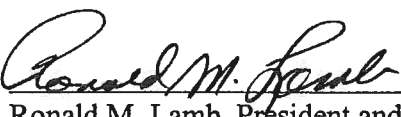
5. Benefit. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assigns and successors and interest or subsequent purchase of their respective properties.

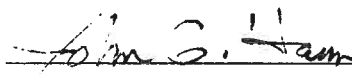
IN WITNESS WHEREOF, Casey's has signed this temporary construction easement the day and year first written above.

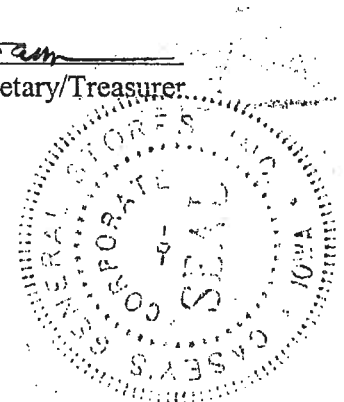
SELLER

CASEY'S GENERAL STORES, INC.

By: 

By: 
 Ronald M. Lamb, President and C.E.O.


By: 
 John G. Harmon, Secretary/Treasurer



ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

On this 17th day of July, 2001, before me, a Notary Public in and for said county and state, 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 of Casey's General Stores, Inc. the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said Casey's General Stores, Inc.; that said instrument was signed and sealed on behalf of the said corporation by authority of its managers; and the said Ronald M. Lamb and John G. Harmon acknowledged the execution of said instrument to be the voluntary act and deed of said Casey's General Stores, Inc. by it and by them voluntarily executed.



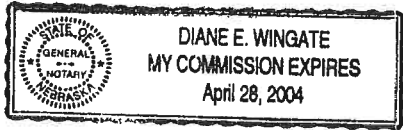
 Notary Public in and for the
 State of Iowa



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STATE OF NEBRASKA)
) SS:
COUNTY OF Douglas)

On this 2 day of August, 2001, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Charles 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
the State of Nebraska

Document Prepared by:

Scott E. Creutzmann
Casey's General Stores, Inc.
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Ankeny, IA 50021