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DELAWARE COUNTY IOWA
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BOOK 8 PAGE 83
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$21.00

PREPARED BY: DOUGLAS M. BEECH, CASEY'S GENERAL STORES, INC., P.O. BOX 3001, ANKENY, IA 50021 PHONE: 515-965-6284

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 21st day of July, 1998, by and between Casey's Marketing Company, an Iowa corporation with headquarters at One S.E. Convenience Boulevard., Ankeny, Iowa (hereinafter referred to as "Casey's") and the City of Manchester, Iowa, an Iowa municipality having city offices at 208 East Main Street, Manchester, Iowa, (hereinafter referred to as the "City");

WITNESSETH:

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

> Lots Five Hundred Twenty-Eight (528), Five Hundred Twenty-Nine (529), and the West Twenty-Nine Feet of Lot Five Hundred Twenty-Seven (527), Manchester, Iowa, according to plat recorded in Book 1 L.D., pages 284-285,

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

WHEREAS, the City is the owner of certain real estate ("City Property") located north and adjacent to the Casey's property which is described as that portion of the south right-of-way of Main Street, adjacent and continguious to the Casey's Property, also located in Manchester, Delaware County, Iowa;

WHEREAS, the Casey's Property and the City Property are adjacent to each other so that the north line of the Casey's Property constitutes the south line of the City Property;

WHEREAS, Casey's and its successors and assigns, desires to make use of a portion of the City Property to allow for ingress and egress and parking in conjunction with its convenience store on the Casey's Property, upon the terms and conditions herein contained.

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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. The City hereby grants and conveys unto Casey's an non-exclusive easement over and across the south three (3) feet of the City Property (hereinafter 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 over the Easement Area to facilitate parking and traffic flow in conjunction with the convenience store on the Casey's Property for Casey's respective employees and business invitees. The parties further agree that they will sign any and all necessary forms to effectuate the granting of said easement, including but not limited to, signing all necessary Iowa Department of Transportation permit forms and/or Manchester city permit forms.

3. MAINTENANCE. Casey's shall pave with concrete the Easement Area. Casey's 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 Easement Area is kept free of obstructions to the free flow of vehicular traffic over and across the same.

4. UTILITIES. Parties hereby acknowledge that there may be existing utility lines located beneath the Easement Area. The parties hereby agree that the City and their officers, agents, employees and contractors shall have the right at any and all reasonable times, upon reasonable notice to Casey's, to enter upon the Easement Area to perform any and all acts necessary or convenient for the construction, operation, maintenance, repair or replacement of the aforementioned utility lines and any associated equipment related to the operation of the aforementioned utility lines. In the event that the paving in the Easement Area has to be removed, Casey's shall be responsible for all costs related to said removal and replacement of the paving.

5. 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.

6. BENEFITS. This Easement Agreement herein granted and the rights and obligations herein set forth 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.

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

CASEY'S MARKETING COMPANY

BY: Robert J. Hood
Robert J. Hood, President

ATTEST:

BY: Eli J. Wirtz
Eli J. Wirtz, Secretary

BY: Karen K. Cole
Karen K. Cole, City Clerk

CITY MANCHESTER IOWA SEAL

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 4th day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution 223-98 passed by the City Council, under Roll Call No. _____ of the City Council on the 3rd day of August, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton
Notary Public in and for the
State of Iowa
Linda K. Tutton
(Expires 8-29-99)

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 21st day of July, 1998, before me the undersigned, a Notary Public in and for said county and state, personally appeared Robert J. Hood and Eli J. Wirtz, who being by me duly sworn, did state that they are the President and Secretary respectively of Casey's Marketing 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 Robert J. Hood and Eli J. Wirtz, 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.

BETH A. AGAN
MY COMMISSION EXPIRES
7-8-99

Beth A. Agan
Notary Public in and for the
State of Iowa

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