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BOOK 62 PAGE 299  
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REC \$ 20.00  
AUD \$ 1.00  
R.M.F. \$ 1.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

PREPARED BY: ELI J. WIRTZ, CASEY'S GENERAL STORES, INC., P.O. BOX 3001, ANKENY, IA 50021 PHONE: 515-965-6501

**EASEMENT AGREEMENT**

R/W#9802801IA

The undersigned Casey's Marketing Company, successor to Casey's General Stores, Inc., both Iowa corporations, hereinafter referred to as "Grantor", for and in consideration of One Hundred Twenty Dollars (\$120.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto U.S. WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 2103 E. University, Des Moines, Iowa 50317, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the City of Winterset, County of Madison, State of Iowa, which the Grantor owns or in which the Grantor has any interest, to wit:

The North Seven and one-half feet (N 7 1/2 feet) of the following described parcel:

Beginning at a point on the west boundary line of Lot Three (3), Gold Buffet Subdivision, that is 148.16 feet North of the Southwest corner of said Lot Three (3); thence North along the western boundary of Lot Three (3) a distance of 175.00 feet; thence North 90°00'00" East 180.00 feet, thence South parallel to the western border of Lot Three (3) a distance of 175.00 feet, thence South 90°00'00" West 180.00 feet to the point of beginning. All being in and forming a part of the City of Winterset, Madison County, Iowa, containing 0.72 acres, more or less.

Grantor further conveys to Grantee the following incidental rights:

- (1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land ten (10) feet wide on the south side of said easement.

- (2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property; provided, however, that the Grantee shall take care to minimize any damages to Grantor's trees and landscaping within the area subject to the easement and shall promptly restore or replace any trees, sod, or landscaping damaged or destroyed in the course of Grantee's exercise of its rights hereunder.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that its interest in the land is a leasehold interest by virtue of a lease agreement between the land owner and Casey's General Stores, Inc. dated November 20, 1992 and filed of record on February 16, 1993 in Book 41 at Page 314 of the Madison County, Iowa records, and will warrant and defend its leasehold against all claims except as herein provided otherwise.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Dated this 22 day of January, 1998.

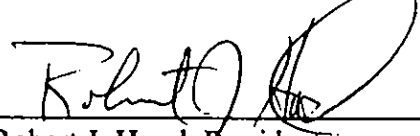
U.S. West Communications, Inc.

By: Richard A. Pitzer

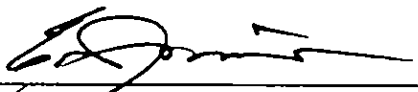
ATTEST:

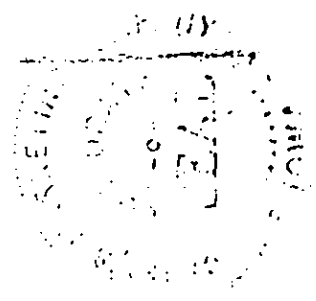
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CASEY'S MARKETING COMPANY

  
\_\_\_\_\_  
Robert J. Hood, President

ATTEST:

  
\_\_\_\_\_  
Eli J. Wirtz, Secretary



ACKNOWLEDGMENTS

STATE OF IOWA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (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 \_\_\_\_\_ and \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for said  
County and State

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 15<sup>th</sup> day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J. Hood and Eli J. Wirtz, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Casey's Marketing Company, the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the said corporation; that the said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Robert J. Hood and Eli J. Wirtz 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.



*Mary J. Sankey*  
\_\_\_\_\_  
Notary Public in and for the  
State of Iowa