

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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SAM ORLICH

MORRIS W. CARTER
RECORDER

PREPARED BY: B. KIP SHELBY, CASEY'S GENERAL STORES, INC., P.O. BOX 3001, ANKENY, IA 50021 PHONE: 515-965-6284

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 2nd day of September, 1998, by and between Casey's Marketing Company, an Iowa corporation with its headquarters at One S.E. Convenience Blvd., Ankeny, Iowa (hereinafter referred to as "Casey's"), and McAllister General Contractors, Inc., having its city offices at 12600 Maple, Cedar Lake, Indiana, (hereinafter referred to as "McAllister");

NOT OFFICIAL!

WITNESSETH:

This Document is the property of

WHEREAS, Casey's is the owner of certain real estate (hereinafter referred to as the "Casey's Property") located in Cedar Lake, Lake County, Indiana legally described as follows:

Situate in the State of Indiana, County of Lake and being a part of the Northeast quarter of the Northwest quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a PK nail marking the Northeast corner of the Northeast quarter of the Northwest quarter of Section 28, Township 34 North, Range 9 West; thence South 00 degrees 01 minute 12 seconds East 200.00 feet with the East line of said Northeast quarter quarter to a 1/2 inch iron rod marking the Northeast corner of Lot 3 of Cedar Lake Industrial Park as shown on the plat recorded in Plat Book 84, page 1 in the office of the Recorder of Lake County, Indiana; thence North 89 degrees 28 minutes 25 seconds West 200.00 feet to a 1/2 inch iron rod marking the Northwest corner of Lot 3; thence North 00 degrees 01 minute 12 seconds West 199.89 feet with the East right-of-way line of a 60.00 foot wide private road as shown on the plat of Cedar Lake Industrial Park to a 5/8 inch rebar on the North line of the aforesaid Northeast quarter quarter; thence South 89 degrees 30 minutes 20 seconds East 200.00 feet with said North line to the point of beginning, containing 0.92 acre, more or less,

subject to all rights-of-way and pertinent easements of record,

upon which property Casey's proposes to develop a Casey's General Store with gasoline sale facilities; and

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TICOR TITLE INSURANCE
Crown Point, Indiana

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WHEREAS, McAllister is the owner of certain real estate directly West of and adjacent to the Casey's Property consisting of a private road running north to south (hereinafter referred to as the "McAllister Property"), legally described as follows:

Cedar Lake Industrial Park Private Road and All Improvements
Key #24 0182 0010; and

WHEREAS, the parties desire to establish for Casey's, its successors and assigns, an access easement and a utility easement over and upon a portion of the McAllister Property, upon the terms and conditions hereinafter provided.

NOW THEREFORE the parties agree as follows:

A. **ACCESS EASEMENT**

1. **ACCESS EASEMENT.** For and 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, McAllister hereby sells, grants and conveys unto Casey's a perpetual non-exclusive Access Easement over, upon and across a portion of the McAllister Property, legally described as follows:

Situate in the State of Indiana, County of Lake and being a part of the Northeast quarter of the Northwest quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a PK nail marking the Northeast corner of the Northeast quarter of the Northwest quarter of Section 28, Township 34 North, Range 9 West; thence North 89 degrees 30 minutes 20 seconds West 200.00 feet with the North line of said Northeast quarter quarter to a 5/8 inch rebar; thence South 00 degrees 01 minute 12 seconds East 20.00 feet to the South right-of-way line of 133rd Avenue and the true point of beginning of the easement herein described; thence South 00 degrees 01 minute 12 seconds East 179.89 feet with the East right-of-way line of a 60.00 foot wide private road as shown on the plat of Cedar Lake Industrial Park recorded in Plat Book 84, page 1 in the office of the Recorder of Lake County, Indiana to a 1/2 inch iron rod marking the Northwest corner of Lot 3 of Cedar Lake Industrial Park; thence North 89 degrees 28 minutes 25 seconds West 60.00 feet to a 1 1/2 inch iron pipe marking the Northeast corner of Lot 2 of Cedar Lake Industrial Park; thence North 00 degrees 01 minute 12 seconds West 179.86 feet with the West right-of-way line of the aforesaid private road to the South right-of-way line of 133rd Avenue; thence South 89 degrees 30 minutes 20 seconds East 60.00 feet with said South right-of-way line to the point of beginning, containing 0.25 acres, more or less.

Subject to all rights-of-way and pertinent easements of record,

(hereinafter referred to as the "Easement Area") to provide full and complete access from the Casey's Property to the McAllister Property for the purpose of allowing ingress and egress to and from the Casey's Property, the McAllister Property and the public roadway known as 133rd Avenue, by Casey's, its successors, assigns, employees and business invitees.

2. MAINTENANCE AND CONSTRUCTION. In conjunction with the aforementioned development of a Casey's General Store, Casey's shall pave and maintain a concrete access approach to the Easement Area, and Casey's shall also pave with concrete the private road within the Easement Area, all upon construction specifications agreeable to Casey's. Maintenance of said private road shall be as set forth in that certain Agreement for Easement for Roadway Purposes and Maintenance of the Roadway dated January 16, 1987 and recorded March 20, 1987 as Document No. 907836, Lake County, Iowa Recorder's Office. 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.

3. McALLISTER'S USE. McAllister shall not erect or place any building or other temporary or permanent structure or obstruction including, but not limited to, fences, trees or other vegetation on the private roadway that is located within the Easement Area at any time. Casey's shall not be liable for damages occasioned by the removal of, or injuries to, any such building, structure or obstruction when same is effected by Casey's in furtherance of this Agreement.

4. CASEY'S USE. Casey's and its employees, contractors, vendors, representatives and business invitees may use the Easement Area for any and all purposes not inconsistent with this Agreement including, but not limited to, use for ingress and egress to and from the Casey's Property, the McAllister Property and 133rd Avenue.

B. UTILITY EASEMENT

1. Utility Easement. For and 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, McAllister hereby sells, grants and conveys to Casey's a perpetual non-exclusive Utility Easement over, under, upon, through and across the Easement Area described herein above for the purposes of allowing Casey's, its successors and assigns, to erect, construct, operate, patrol, maintain, repair, renew and remove any lines, wires, cables, poles, pipes, and other equipment necessary to bring services for electricity, telephone, water, natural gas and sanitary sewer to the Casey's Property, together with the right for Casey's and its employees, workmen, and contractors, along with all necessary equipment, to enter upon and across the Easement Area for such purposes.

C. GENERAL PROVISIONS

1. Indemnification. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damages or liability arising out of its use of the Easement Area, and each party agrees to add said Easement

Area to the premises covered by any policy of Premises Liability Insurance which it maintains with respect to its property served by or subject to this Agreement.

2. Covenant Running With Land. The easement rights herein granted and the obligations herein set forth shall be a covenant running with the land, as to both the Casey's Property and the McAllister Property, and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective assignees and successors in interest.

3. Construction. In the construction of this Agreement, the use of the neuter shall include the feminine and the masculine.

4. Severability. The invalidity of any provisions of this Agreement shall not impair the validity of any other provision. If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with any such provision severed or as modified by the court.

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

McALLISTER GENERAL
CONTRACTORS, INC.

CASEY'S MARKETING COMPANY

BY: Kenneth R. McAllister
Kenneth R. McAllister

BY: Cleo R. Kuhns
Cleo R. Kuhns, A Vice President

ATTEST:

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

BY: William Barrett



ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 2nd day of September, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cleo R. Kuhns and Eli J. Wirtz, to me personally known, who being by me duly sworn, did say that they are the a Vice 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 corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Cleo R. Kuhns 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.



Beth A. Adam
Notary Public in and for said
County and State

STATE OF INDIANA)
) SS:
COUNTY OF DeKalb)

On this 4th day of September, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth R. McAllister and _____ to me personally known, who being by me duly sworn, did say that they are the President and _____, respectively, of McAllister General Contractors, Inc., 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 Kenneth R. McAllister 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.

[Signature]
Notary Public in and for said
County and State Indiana
Commission Expires
01-05-2008

Prepared By and Return to:

B. Kip Shelby, Associate Legal Counsel
P.O. Box 3001
Ankeny, IA 50021-8045