

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER SAM OHLICH
RECORDER OF DEEDS LAKE COUNTY

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

STORM SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 2nd day of September, 1998, by and between Casey's Marketing Company, an Iowa corporation with Headquarters at One Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's") and Henry Panice and Marilyn Panice, of Lake County, Indiana, (hereinafter referred to as "Panices"),

WITNESSETH:

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

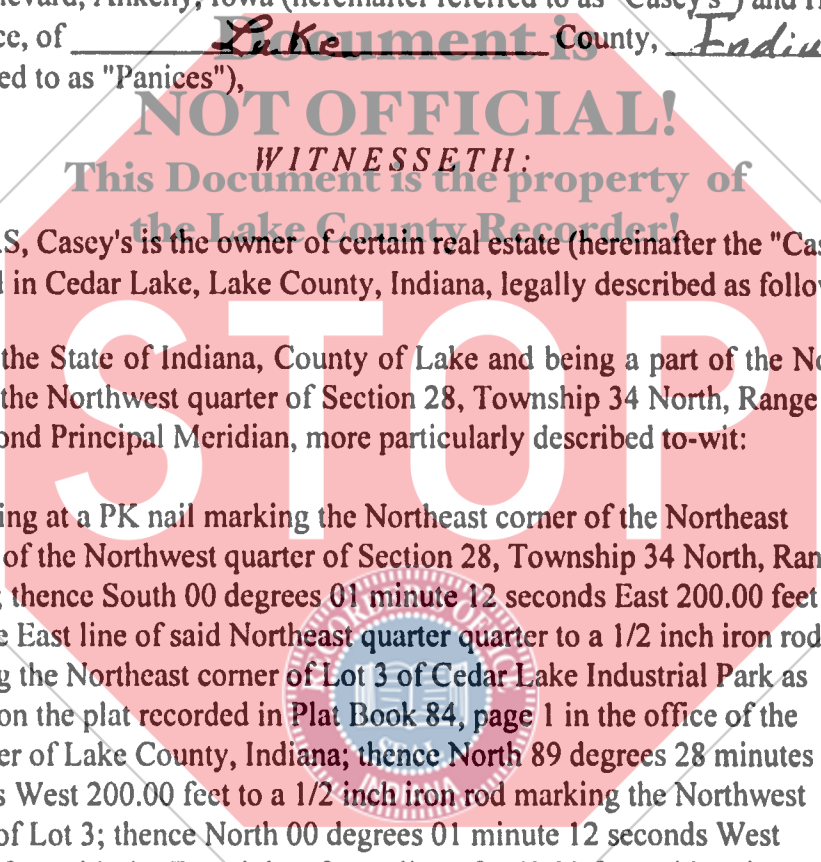
Situate in the State of Indiana, County of Lake and being a part of the Northeast quarter of the Northwest quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

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 convenience store with gasoline sales facilities; and

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TICOR TITLE INSURANCE
Crown Point, Indiana



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WHEREAS, Panices are the owners of certain real estate (hereinafter the "Easement Area") located to the west of the Casey's Property, which is also 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:

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 South 00 degrees 01 minutes 12 seconds East 20.00 feet to the South right-of-way line of 133rd Avenue; thence North 89 degrees 30 minutes 20 seconds West 260.00 feet with said South right-of-way line to the West 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 and the true point of beginning of the real estate herein described; thence South 00 degrees 01 minute 12 seconds East 30.00 feet with the West right-of-way line of said private road; thence North 89 degrees 30 minutes 20 seconds West 120.00 feet parallel with the North line of the aforesaid Northeast quarter quarter to a point on the East line of Lot 1 in Cedar Lake Industrial Park; thence North 00 degrees 01 minute 12 seconds West 30.00 feet to the Northeast corner of Lot 1; thence South 89 degrees 30 minutes 20 seconds East 120.00 feet with the South right-of-way line of 133rd Avenue as shown on the plat of Cedar Lake Industrial Park to the point of beginning, containing 0.08 acres, more or less.

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

WHEREAS, the parties have reached an agreement whereby Casey's shall be permitted to install storm water drainage inlets and a storm water pipes under and across a portion of the Easement Area to facilitate the surface water drainage of the Casey's Property, upon the terms and conditions herein provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth the parties agree as follows:

1. **STORM SEWER EASEMENT.** Panices hereby sell, grant and convey unto Casey's a permanent easement over, under, across and through the Easement Area for the purpose of installing, operating, maintaining, repairing, and replacing a storm sewer line (hereinafter "Storm Sewer Line") upon construction specifications agreeable to Casey's, together with any and all necessary equipment and apparatus, to provide for the necessary drainage of surface water from the Casey's Property.

2. **CONSTRUCTION.** In connection with the building of the convenience store on the Casey's Property, Casey's shall construct the Storm Sewer Line.
3. **MAINTENANCE AND REPAIR.** Casey's, and its officers, agents, employees, and contractor shall have the right at any and all reasonable times, when necessary or convenient to do so, to enter upon the Easement Area in order to perform any and all acts necessary for the installation, operation, maintenance, repair or replacement of the Storm Sewer Line and associated equipment, to properly carry into effect the purposes for which this easement is made and granted. Following the construction and installation of the Storm Sewer Line or any repair, maintenance or replacement thereof, Casey's shall restore the Easement Area to its condition prior to the commencement of such work, as nearly as may be possible.
4. **PANICES' USE.** Panices shall have the undisturbed right of use of the Easement Area, as so far as such does not interfere with the rights herein granted to Casey's, except Panices shall not erect or place any building or place any other permanent improvement (other than concrete parking, drives, walks or curbing) or plant any tree on the Easement Area without the advance consent of Casey's, and Casey's shall not be liable for damage occasioned by the removal of or injury to any such buildings, improvements, or trees planted without its consent, when the same is effected by Casey's in the furtherance of the purposes set forth herein.
5. **BINDING EFFECT.** Each of the covenants and agreements made and provided herein shall be construed as covenants and agreements imposed upon and running in perpetuity with the land. Each and every one of the benefits and burdens of this agreement shall inure to and be binding upon their respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

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

PANICE

CASEY'S MARKETING COMPANY

By: *Henry Panice*
Henry Panice

By: *Cleo R. Kuhns*
Cleo R. Kuhns, A Vice President

By: *Marilyn Panice*
Marilyn Panice

By: *Eli J. Wirtz*
Eli J. Wirtz, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
COUNTY OF POLK)

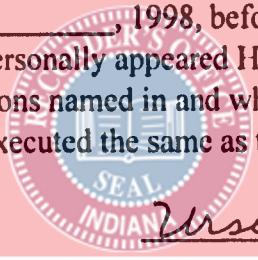
On this 2nd day of September, 1998, before me the undersigned, a Notary Public in and for said county and state, personally appeared Cleo R. Kuhns and Eli J. Wirtz, who being by me duly sworn, did state that they are the a Vice President and Secretary respectively of Casey's Marketing Company, the corporation 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 Cleo R. Kuhns 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
Notary Public in and for the
State of Iowa

STATE OF ~~IOWA~~ INDIANA)
) SS:
COUNTY OF ~~POLK~~ LAKE)

On this 4 day of SEPT., 1998, before, the undersigned, a Notary Public in and for said county and state, personally appeared Henry Panice and Marilyn Panice, to me personally known to be the same persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Ursula Wojcik
Notary Public in and for
said county and state

Return document to:
Casey's General Stores, Inc.
Attn: B. Kip Shelby
P.O. Box 3001
Ankeny, IA 50021-8045

Comm. EXPIRES 4-20-2001

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