

Prepared by and after Recording Return to:

Douglas M. Beech, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021 P: 515-965-6284

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between Casey's Retail Company, an Iowa corporation with Headquarters at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's") and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, with offices at 7550 Sunwood Dr. NW, Ramsey, Minnesota (hereinafter referred to as "City"),

WITNESSETH:

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

Lot One (1), Block One (1), CASEY'S ADDITION, according to the recorded plat thereof, Anoka County, Minnesota,

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

WHEREAS, City is the owner of certain real estate ("City") located West and adjacent to the Casey's Property also located in Ramsey, Anoka County, Minnesota, legally described as follows:

Outlot A, CASEY'S ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

WHEREAS, the parties wish to create for themselves, their heirs, successors and assigns, a joint driveway easement and maintenance agreement upon a parcel of the City Property, upon the terms and conditions herein contained.

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

1. ACCESS EASEMENT. For and in consideration the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grants and conveys unto Casey's a non-exclusive reciprocal easement over and across a portion of the City Property described as follows:

The North 150.00 feet of Outlot A, CASEY'S ADDITION,
according to the recorded plat thereof, Anoka County, Minnesota,

which said parcel of real estate is herein 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 and the City Property and the adjoining public roadway known as Sunwood Drive by Casey's and City and their respective employees and business invitees. The parties further agree that they will sign any and all necessary forms to effectuate the granting of said ingress and egress easement and the construction of the paved approach to Sunwood Drive, including but not limited to, signing all necessary Minnesota Department of Transportation permits and/or Ramsey City permit forms.
3. MAINTENANCE AND CONSTRUCTION. In conjunction with the building of the convenience store on the Casey's Property, Casey's shall pave the Easement Area and shall construct and pave an access approach thereto from Sunwood Drive, using construction specifications for private roads in the City of Ramsey. Once constructed, the City will be responsible for the maintenance, repair and snow removal from the Easement Area.
4. 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. Each party agrees to add the Easement Area hereinabove described to the premises covered by any policy of "Premises Liability" insurance which it maintains with respect to its property served by this easement.
5. BENEFIT. The easement rights herein granted and the obligations herein 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 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 RAMSEY

CASEY'S RETAIL COMPANY

By: _____
Sarah Strommen, Mayor

By: _____
Richardt T. Schappert, President

By: _____
Jo Thieling, City Clerk

By: _____
Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richardt T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the President and Secretary, respectively, of Casey's Retail 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 Richardt T. Schappert and Julia L. Jackowski, 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.

Notary Public in and for the State of Iowa

STATE OF MINNESOTA)
) SS:
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Sarah Strommen and Jo Thieling, 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 Ramsey, Minnesota; that the instrument was signed on behalf of the City, by the authority of its City Council, and that Sarah Strommen and Jo Thieling acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public in and for said County and State