

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

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between Casey's Retail Company, an Iowa corporation with Headquarters at One SE 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 office at 7550 Sunwood Dr. NW, Ramsey, Minnesota (hereinafter referred to as the "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, the parties have reached an agreement whereby City shall be granted a 30 foot by 30 foot sign easement over and across a portion of the Casey's Property, upon the terms and conditions herein provided;

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. Casey's hereby sells, grants and conveys unto City a permanent easement for the purpose of installing, operating, maintaining, repairing and replacing a sign (hereinafter referred to as "Sign") and all facilities

incident thereto under, within and along an area of land (hereinafter referred to as the Easement Area”) defined as a thirty foot by thirty foot portion of the Casey’s Property described as follows:

That part of Lot 1, Block One, CASEYS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Commencing at the Northwest corner of said Lot 1; thence North 89 degrees 59 minutes 28 seconds East, assumed bearing, along the north line of said Lot 1, a distance of 240.00 feet to the point of beginning; thence continuing North 89 degrees 59 minutes 28 seconds East along said north line, a distance of 5.00 feet to the northeast corner of said Lot 1; thence South 45 degrees 00 minutes 15 seconds East along the northeasterly line of said Lot 1, a distance of 35.35 feet to the east line of said Lot 1; thence South 00 degrees 00 minutes 03 seconds West along said east line, a distance of 5.00 feet; thence South 89 degrees 59 minutes 28 seconds West, a distance of 30.00 feet; thence North 00 degrees 00 minutes 03 seconds East, a distance of 30.00 feet to the point of beginning.

A diagram depicting the location of the Easement Area is attached hereto as Exhibit “A”.

- 2. CONSTRUCTION AND INSTALLATION. Following the construction and installation of said Sign or any repair or replacement thereof, as is hereinafter provided, City shall restore the Easement Area to its condition prior to the commencement of such work, or as nearly as may be possible.
- 3. MAINTENANCE AND REPAIR. City and its officers, agents, employees, and contractors 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 Sign and associated equipment, to properly carry into effect the purposes for which this easement is made and granted.
- 4. CASEY'S USE. Casey’s 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 City, except that Casey’s shall not erect or place any building or permanent structure on the Easement Area

5. INDEMNIFICATION. City shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property and injuries to or deaths suffered by persons by the reason of the construction, installation, repair, replacement, maintenance or operation by City of the Sign pursuant to this agreement.

6. 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.

IN WITNESS 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

EASEMENT EXHIBIT

RAMSEY TOWN CENTER
14TH ADDITION

120

A.E.C. ENERGY PARK
OUTLOT A

RAMSEY BOULEVARD N.W.
(COUNTY STATE AID HIGHWAY NO. 105)
ANOKA COUNTY HIGHWAY
RIGHT-OF-WAY PLAT NO. 15

SUNWOOD DRIVE

80

BLOCK 1
LOT 1

A.E.C. ENERGY
PARK THIRD ADDITION

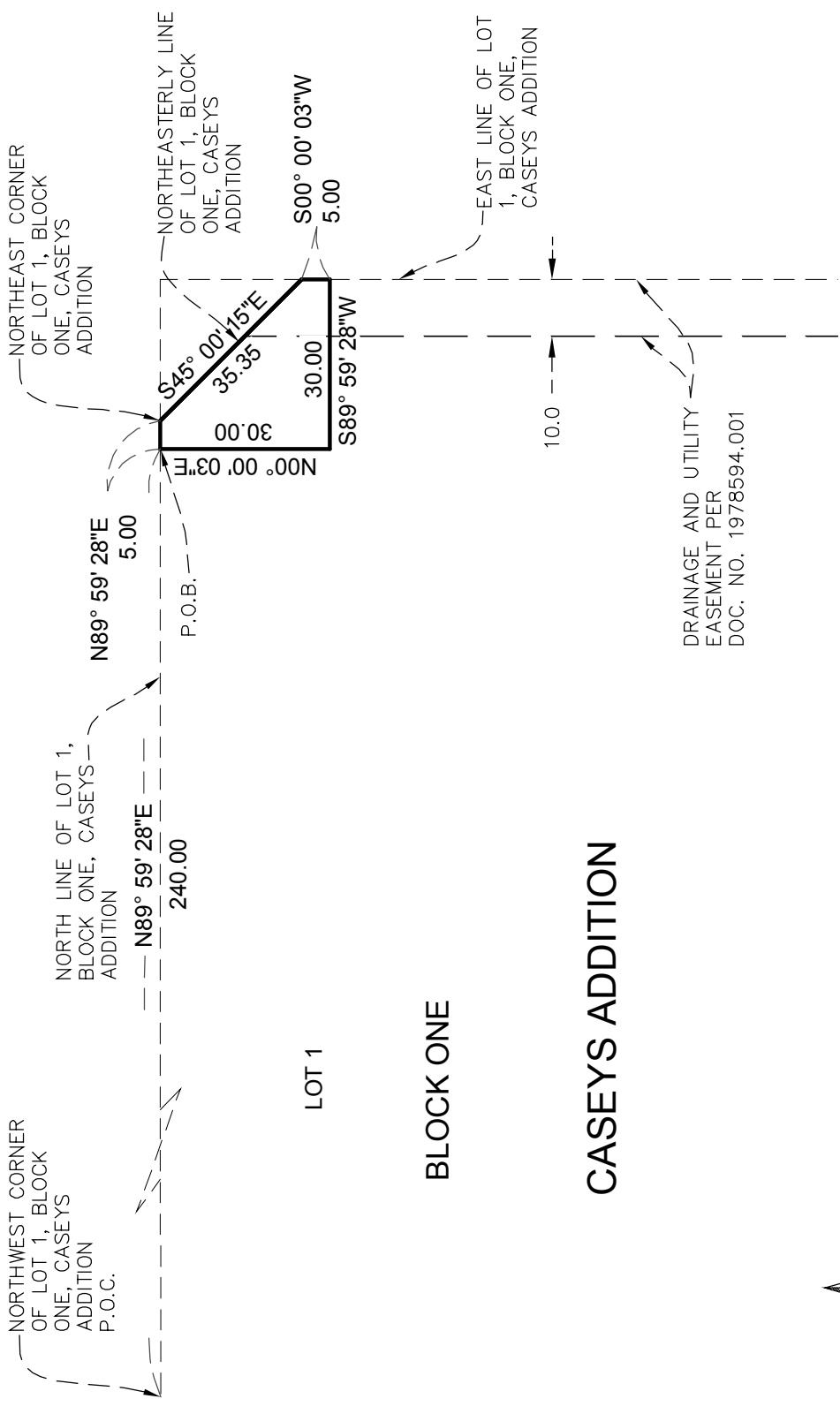


EXHIBIT "A"