

Deed Record, No. 67, Fremont County, Iowa

WATT FARRITT & SONS CO., WATERLOO, IOWA 52240

#1459 Fee \$10.90 Filed for record December 29, 1972 at 10:33 a.m. Vernon C. Marshall, Recorder
M.L. Marshall, Deputy

EASEMENT

This easement Agreement made and entered into this 8th day of December, 1972, by and between Robert A. Read and Maribelle Read, his wife, Virginia Read Rydberg and Glen E. Rydberg, her husband, hereinafter called the GRANTORS and Pamida, Inc., a Nebraska corporation, hereinafter referred to as the GRANTEE;

WHEREAS, the Grantors have heretofore agreed to sell and the Grantee has heretofore agreed to buy certain real estate described as follows, to-wit:

A parcel of land located in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Northeast Quarter of Section 24, Township 69 North, Range 40 West of the 5th P.M. in Fremont County, Iowa, more particularly described as follows: Commencing at the East 1/4 corner of Section 24; thence N 0° 0' W, along the East line of Section 24, 835.1 feet; thence N 90° 0' W 88.6 feet to the point of beginning which is a point on the West right-of-way line of U.S. Highway 59; thence N 0° 24' W along the West right-of-way line of U.S. Highway 59, 500.0 feet; thence N 90° 0' W 482.0 feet; thence S 0° 0' W 400.0 feet to the Northwest corner of Lot 2 as shown on page 318 of Irregular Survey Book 2 in the Fremont County Recorder's office; thence N 90° 0' E 165.0 feet to the Northeast corner of said Lot 2; thence S 0° 0' W along the east line of said Lot 2 100.0 feet; thence N 90° 0' E 320.8 feet to the point of beginning, containing 5.18 acres more or less; and

WHEREAS, the parties have mutually agreed that the Grantors shall convey an easement in and to certain property located adjacent to the real estate described above and, further, that the Grantors shall reserve an easement in and to certain portions of the property conveyed to the Grantee; and

WHEREAS, it is the desire of the parties hereto to set out these easements in a separate document for the purpose of recording the same;

NOW, THEREFORE, THE parties hereto agree that, for and in consideration of the mutual covenants hereinafter set out and for and in consideration of the Grantors' selling to the Grantee and the Grantee's purchasing from the Grantors the real estate hereinabove described, the parties hereto shall and do hereby make and establish the following easements for the purposes hereinafter set out:

1. Grantors hereby grant, convey and transfer unto the Grantee a permanent and perpetual easement for ingress to and egress from the above-described real estate over and across each of the following two parcels of real estate, to-wit:

- a) A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 24, Township 69 North, Range 40 West of the 5th P.M. in Fremont County, Iowa, more particularly described as follows: Beginning at the point of beginning of the above-described tract of land conveyed by the Grantors to the Grantee; thence South 0° 24' East a distance of 100.0 feet; thence South 90° 0' West 30.0 feet; thence North 0° 24' West 100.0 feet; thence North 90° 0' East 30.0 feet to the point of beginning.
- b) A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 24, Township 69 North, Range 40, West of the 5th P.M. in Fremont County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Lot 2 as shown on Page 318 of Irregular Survey, Book 2, in the Fremont County Recorder's Office; thence South 0° 0' West along the East line of said Lot 2, 100.0 feet to the point of beginning; thence North 90° 0' East 30.0 feet; thence South 0° 0' West along a line parallel with and 30.0 feet East of the East line of said Lot 2 to the point where such line intersects with the northerly line of the existing State Highway No. 2 right-of-way; thence Northwesterly along the northerly line of said State Highway No. 2 right-of-way to the point where the northerly line of said State Highway No. 2 right-of-way intersects with the East line of said Lot 2; thence North along the East line of said Lot 2 to the point of beginning.

2. Grantors reserve an easement for public utilities, sewer, water and access road purposes over, across and through each of the following two parcels of real estate, to-wit:

- a) All that portion of the above-described tract of land conveyed by the Grantors to the Grantee lying West and South of the line determined as follows: Commencing at the point of beginning of the above-described tract of land conveyed by the Grantors to the Grantee; thence North 0° 24' West along the West right-of-way line of U.S. Highway No. 89, 500.0 feet; thence North 90° 0' West 452.0 feet to the point of beginning of such line; thence South 0° 0' West 370.0 feet; thence North 90° 0' East 165.0 feet; thence South 0° 0' West 130.0 feet to a point located on the Southern boundary of the above-described tract of land conveyed by Grantors to Grantee.
- b) The East 30 feet of the above-described tract of land conveyed by the Grantors

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NOTARY PUBLIC & COM. NO. WYCKING, IOWA 71-8148

South of the Northern boundary of the above-described tract of land conveyed by the Grantors to the Grantees. Such tap right may be exercised by Grantors at such place or places as Grantors may desire; provided, that the location of such tap shall not materially interfere with Grantee's use of the above-described tract of land. Grantors agree that in the event Grantors exercise said tap right, then Grantors shall pay all expenses incident thereto and shall repair any and all damages which Grantee or said sewer line may sustain as a result of said tap.

4. The easements hereinabove granted and reserved by the Grantors shall be construed as covenants running with the land burdened thereby and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

Dated this 8 day of December, 1972.

s/ Robert A. Read ROBERT A. READ
s/ Maribelle Read MARIBELLE READ
s/ Virginia Read Rydberg VIRGINIA READ RYDBERG
s/ Glen E. Rydberg GLEN E. RYDBERG

GRANTORS

PAMIDA, INC.

By s/ D. J. Witherspoon

D. J. WITHERSPOON, President

ATTEST: s/ Loren Bridgman (CORP SEAL)
Loren Bridgman, Secretary

GRANTEE

STATE OF IOWA, COUNTY OF PAGE, ss.

On this 8 day of Dec. A.D. 1972, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert A. Read and Maribelle Read, his wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

(Notary Seal)

My commission expires: July 5, 1975.

s/ Elaine Snyder (Elaine Snyder)
Notary Public in and for State of Iowa.

State of Nebraska County of Douglas, ss.

On this 7 day of December, A.D. 1972, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Virginia Read Rydberg and Glen E. Rydberg, her husband, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

(Notary Seal)

My commission expires: 1-16-74

s/Dayle F. Hatcher (Dayle F. Hatcher)
Notary Public in and for State of Nebraska

STATE OF NEBRASKA, County of Douglas, ss.

On this 13 day of December, A.D. 1972, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared D. J. Witherspoon and Loren Bridgman, to me personally known, who, being by me duly sworn, did say that they are the president and secretary, respectively, of said corporation executing the within and foregoing instrument to which this is attached; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said D.J. Witherspoon and Loren Bridgman as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by and by them voluntarily executed.

(Notary Seal)

My commission expires: 11-23-74

s/ Sandy L. Eggers (Sandy L. Eggers)
Notary Public in and for State of Nebraska