

MUTUAL EASEMENTS

THIS AGREEMENT made and entered into this 3rd day of August, 1966, by and between THOMAS SHADDY, unmarried, and R. M. JOHNSON and MARGARET JOHNSON, his wife, Denison, Crawford County, Iowa, hereinafter called "Shaddy and Johnson" and EDWARD L. GUNIA, SR. and ALBINA M. GUNIA, his wife, as joint tenants with full right of survivorship and not as tenants in common, of Omaha, Douglas County, Nebraska, hereinafter called "Gunia", WITNESSETH THAT:

For and in consideration of the mutual covenants, agreements and grants herein made:

1. Shaddy and Johnson do hereby bargain, grant, sell, convey, transfer and deliver unto Gunia, their successors and assigns, a permanent easement and right of way for the purposes hereinafter specified, over and across a strip of land fifty (50) feet in width, more particularly located and described as follows:

The North Fifty Feet (N 50') of that part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), Township 83 North, Range 39, West of the 5th P.M., Crawford County, Iowa, described as follows:

Commencing at a point located 1,298.5 Feet East and 144.0 Feet South of the Northwest corner of said South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), thence East 108.2 Feet along the present South right of way line of U. S. Highway No. 30, thence North 50.0 feet, thence East 248.0 Feet along the present South right of way line of U.S. Highway No. 30 to the point of beginning, thence continuing East along the South right of way line of U.S. Highway No. 30, 150.0 Feet, thence South 327.5 Feet to the northerly present right of way line of the Chicago & Northwestern railroad, thence westerly along said northerly right of way line 150.0 Feet, thence North 330.6 Feet to the point of beginning.

2. Gunia does hereby bargain, grant, sell, convey, transfer and deliver unto Shaddy and Johnson, their successors, and assigns, a permanent easement and right of way, for the purposes hereinafter specified, and subject to the conditions and provisions hereinafter set forth, over and across the North Fifty feet (N 50') of the East 248 Feet of the following described tract and parcel of land:

Part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), Township 83 North, Range 39, West of the 5th P.M., Crawford County, Iowa, described as follows:

Commencing at a point located 1,298.5 Feet East and 144.0 Feet South of the Northwest corner of said South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), thence East 108.2 Feet along the present South right of way line of U.S. Highway No. 30, thence North 50.0 Feet, thence East 248.0 Feet, along the present South right of way line of U.S. Highway No. 30, thence South 330.6 Feet to the northerly present right of way line of the Chicago & Northwestern Railroad, thence westerly along said northerly right of way line 370.2 Feet, thence North 02° 47' East 289.5 Feet to the point of beginning.

SUBJECT TO AND CONDITIONED UPON, HOWEVER, that said easement and right of way, for the purposes hereinafter specified, shall exist in favor of Shaddy and Johnson, their successors and assigns, only in the event that Shaddy and Johnson, their successors or assigns, at their sole expense, improve the easement and right of way by installing and constructing a durable, hard surfaced driveway thereon.

3. Each respective Grantee under Paragraph I and II, above, and it and their licensees, guests, successors, and assigns, subject to the conditions and provisions of Paragraph II, shall have the nonexclusive right to enter upon the easement granted it and to travel over and across the same, on foot or with vehicles, it being expressly understood that each respective Grantor reserves a mutual right, for itself, its licensees, guests, successors

and assigns, to enter and travel upon, over and across the land covered by the easement granted by it. It is further mutually covenanted and agreed that each Grantor will at all times keep open for vehicular traffic, at least one full lane in minimum of thirty feet (30') in width on the easement granted by it and will not obstruct or permit the obstruction of through traffic thereon. In addition, the parties hereto agree never to obstruct or permit the obstruction of the free flow of traffic between the two easements herein created.

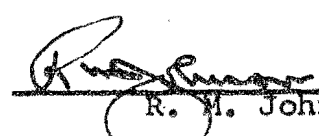
4. After Shaddy and Johnson, their successors or assigns, have installed and constructed a driveway across the tract and parcel of land described in Paragraph 2, all the obligations for the maintenance of said driveway in good condition and state of repair shall exist upon and become performed and paid for one-half by Gunia and one-half by Shaddy and Johnson, throughout the existence of said easement.

5. This Agreement shall constitute a covenant running with the tracts or parcels of land described herein and shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

6. Pronouns, whenever used in this Agreement, shall be construed as either masculine, feminine or neuter, and the singular shall be construed as plural and the plural shall be construed as a singular in order to carry out the obvious intentions of the parties hereto, wherever the context will so permit.

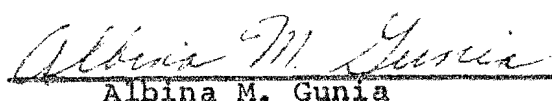
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.


Thomas Shaddy


R. M. Johnson


Edward L. Gunia, Sr.



Margaret Johnson


Albina M. Gunia

STATE OF IOWA)
) SS
COUNTY OF CRAWFORD)

On this 5th day of August, 1966, before me the under-
signed, a Notary Public in and for said County, in said State,
personally appeared Thomas Shaddy, unmarried, R.M. Johnson and
Margaret Johnson, his wife, to me known to be the identical
persons named in and who executed the foregoing instrument and
acknowledge that they executed the same as their voluntary act
and deed.

W. Q. Norelius
Notarial Seal

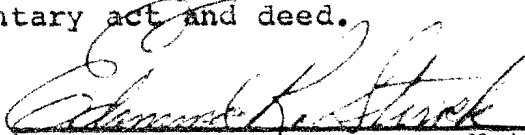


W. Q. Norelius
Notary Public in and for said
County

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3rd day of August, 1966, before me the under-
signed, a Notary Public in and for said County, in said State,
personally appeared Edward L. Gunia, Sr. and Albina M. Gunia,
his wife, to me known to be the identical persons named in and
who executed the foregoing instrument and acknowledge that they
executed the same as their voluntary act and deed.

Edmund R. Sturek
Notarial Seal



Edmund R. Sturek, Notary
Public in and for said County