

10054
Feb 16⁵⁰
COMPARED

RECIPROCAL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Vacanti and Randazzo Construction Company, a Nebraska corporation, is the titleholder of two (2) parcels of real estate in Pottawattamie County, Iowa, one (1) parcel hereinafter described as Description B, as outlined in red, legally described in the attached Exhibit "B" and the second (2) parcel hereinafter referred to as Description C legally described in the attached Exhibit "C", as outlined in yellow Vacanti and Randazzo Construction Company for good and sufficient valuable consideration, including reciprocal easements, receipt of which is hereby acknowledged, does hereby grant and convey unto itself for the benefit of Description B, as outlined in red, real estate permanent easements over, across, and through Description C real estate, as outlined in yellow Exhibit "C" including the right for the duration of the mortgage to First National Bank of Council Bluffs, its successors and assigns, to enter upon said Description C real estate at any time that it may see fit to construct, inspect, maintain, repair, replace and operate utilities, which specifically include but are not limited to water mains, sanitary sewer, electrical conduits, telephone conduits, and all other necessary lines and/or mains and/or pipes and/or conduits and the necessary appurtenances thereto for the purpose of conveying such utilities over, across, through and under said real estate, outlined in yellow in Exhibit "C" together with the right to excavate and refill ditches and/or trenches for location of said utilities and necessary appurtenances thereto, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location and construction and maintenance of said utilities, and further, the right to use, construct, or maintain roads, streets, parking lots, and appurtenances thereto for the purpose of ingress and egress and parking and all green areas of Description C real estate, as outlined in yellow on Exhibit "C" connected therewith. The said Vacanti and Randazzo Construction Company shall properly and promptly refill any excavations made on said premises after the purposes of said excavation have been fulfilled and shall leave said premises in the same general condition as they were before said Vacanti and Randazzo Construction Company went upon same; and further, that if any fences or existing structures are moved for the purpose of laying, maintaining, operating, or replacing said utilities, such fences and structures shall promptly be replaced by said Vacanti

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and Randazzo Construction Company upon completion of the work requiring said removal. Further, all expenses concerning such installation of utilities and/or roadway or parking or green areas where ingress and egress and parking shall be at the expense of Vacanti and Randazzo Construction Company. The undersigned Vacanti and Randazzo Construction Company as titleholder of Description C real estate covenants with itself that it is lawfully seized and possessed of the Description C real estate and that it has good and lawful right to grant this Easement.

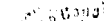
Likewise, Vacanti and Randazzo Construction Company as titleholder of Description B, as outlined in red, real estate grants the same Easement to itself as grantee of the Description C real estate and covenants with itself that it is lawfully seized and possessed of the Description C real estate and it has good and lawful right to grant such Reciprocal Easement.

Each Description has the same Easement over the other Description.

All provisions of this Reciprocal Easement Agreement shall be binding upon and applicable to the successors, personal representatives, and assigns of the parties hereto, and shall run with the land, the same as if they were in all instances named herein.

DATED this 20th day of JANUARY, 1977.

ATTEST:

 [Signature] Sec.

VACANTI AND RANDAZZO CONSTRUCTION COMPANY

BY:

[Signature]
PRESIDENT

Owner of the property described in
Description B, as outlined in red

VACANTI AND RANDAZZO CONSTRUCTION COMPANY

BY:

[Signature]
PRESIDENT

Owner of the property described in
Description C

STATE OF IOWA

)
ss.

COUNTY OF POTTAWATTAMIE

On this 3 day of August, 1976, before me, a
Notary Public in and for said County and State, personally appeared

MICHAEL B. VACANTI and ALFRED J. VACANTI

to me personally known, who being by me duly sworn did say that they
are the President and Secretary respectively of said corporation, that
(the seal affixed to said instrument is the seal of said) (that no

COMPARED

seal has been procured by the said) corporation and that said instrument was signed (and sealed) on behalf of the said corporation by authority of its Board of Directors and the said Milo D.
VACANTI and ALFRED J. VACANTI acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Doris W. Pettit
NOTARY PUBLIC IN AND FOR SAID STATE
Doris W. Pettit



CONSENT OF MORTGAGEE

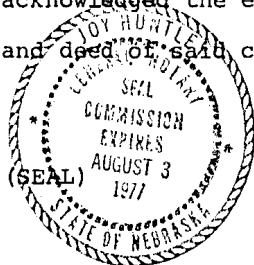
The undersigned hereby confirms and ratifies the execution and delivery of the Reciprocal Easement Agreement and the filing thereof in the office of the County Recorder, Pottawattamie County, Iowa; and hereby subjects the mortgage now held by the undersigned, which mortgage is filed in the office of the County Recorder, Pottawattamie County, Iowa, the provisions of said Reciprocal Easement Agreement.

ATTEST: Patricia A. Young BY: Charles H. Thorne
PATRICIA A. YOUNG PRESIDENT CHARLES H. THORNE
"MORTGAGEE"

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

On this 5 day of AUGUST, 1976, before me, a Notary Public in and for said County and State, personally appeared CHARLES H. THORNE and PATRICIA A. YOUNG, to mer personally known, who being by me duly sworn did say that they are the President and Secretary respectively of said corporation, that (the seal affixed to said instrument is the seal of said) (that no seal has been procured by the said) corporation and that said instrument was signed (and sealed) on behalf of the said corporation by authority of its Board of Directors and the said CHARLES H. THORNE and PATRICIA A. YOUNG

acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Jay C. Hunter
NOTARY PUBLIC IN AND FOR SAID STATE

COMPARED

CONSENT OF MORTGAGEE

The undersigned hereby confirms and ratifies the execution and delivery of the Reciprocal Easement Agreement and the filing thereof in the office of the County Recorder, Pottawattamie County, Iowa; and hereby subjects all mortgages of record now held by the undersigned, which mortgages are filed of record in the office of the County Recorder, Pottawattamie County, Iowa, to the provisions of said Reciprocal Easement Agreement.

ATTEST:

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

ss.

FIRST NATIONAL BANK OF COUNCIL BLUFFS

BY: _____

VICG PRESIDENT

"MORTGAGEE"

On this 3 day of August, 1976, before me, a Notary Public in and for said County and State, personally appeared, JOSEPH YAGER and MARY L GROTE, to me personally known, who being by me duly sworn did say that they are the ^{VIC}President and ^{ASST. V.P.}Secretary respectively of said corporation, that (the seal affixed to said instrument is the seal of said) (that no seal has been procured by the said) corporation and that said instrument was signed (and sealed) on behalf of the said corporation by authority of its Board of Directors and the said JOSEPH YAGER and MARY L GROTE acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(SEAL)

NOTARY PUBLIC IN AND FOR SAID STATE

CONSENT OF TENANT

The undersigned hereby confirms and ratifies the execution and delivery of the Reciprocal Easement Agreement and the filing thereof in the office of the County Recorder, Pottawattamie County, Iowa; and hereby subjects the leasehold interest to the undersigned as tenant, to the extent filed or not filed in the office of the County Recorder, Pottawattamie County, Iowa, to the provisions of said Reciprocal Easement Agreement.

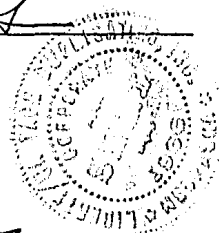
LIBERTY-UA/TAPE DUPLICATING, INC., A
Subsidiary of United Artists Music And
Records Group, Inc.

ATTEST:

Arlene Biedenkopf
Arlene Biedenkopf, Assistant Secretary

BY:

L.J. Bos
PRESIDENT
"TENANT OR LESSEE"



STATE OF CALIFORNIA)

COUNTY OF)

Los Angeles)
SS.

On this 20th day of January, 1977, before

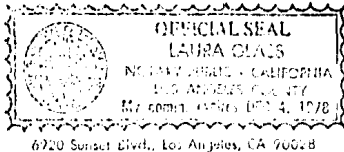
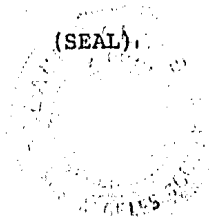
me, a Notary Public in and for said County and State, personally
appeared, L.J. Bos and Arlene

Biedenkopf, to me personally known, who being by me duly sworn
did say that they are the President and ^{Assistant} Secretary respectively of said
corporation, that (the seal affixed to said instrument is the seal of

said) (that no seal has been procured by the said) corporation and
that said instrument was signed (and sealed) on behalf of the said
corporation by authority of its Board of Directors and the said

L.J. Bos and Arlene
Biedenkopf acknowledged the execution of said instrument to
be the voluntary act and deed of said corporation by it voluntarily
executed.

Laura Glass
NOTARY PUBLIC IN AND FOR SAID STATE



COMPARED

LIBERTY TAPE COMPANY BUILDING ADDITION LEASEHOLD DESCRIPTION

A part of the NW ¼ of Section 3 and a part of the NE ¼ of Section 4, all in T 74 N, R 44 W of the 5th Principal Meridian, Pottawattamie County, Iowa, in the City of Council Bluffs, which is more particularly described as follows:

Commencing at the West ¼ corner of said Section 3; thence West 346.40 feet; thence North, 1154.61 feet to the point of beginning; thence N 53°12'15" E, 465.32 feet; thence S 89°37'00" E, 12.55 feet; thence S 00°23'00" W, 70.05 feet; thence S 36°47'45" E, 40.96 feet; thence S 53°04'45" W, 92.30 feet; thence along the exterior surface of a proposed party wall, S 53°04'45" W, 230.72 feet; thence S 53°04'45" W, 109.96 feet; thence along the northeasterly right-of-way of 35th Street diagonal N 36°47'45" W, 105.29 feet to the point of beginning. Said tract contains 46,048 square feet (1.075 acres), more or less and is subject to a reserved 33 foot easement for future pipeline relocation abutting the northeasterly right-of-way line of 35th Street diagonal and also a 33 foot existing easement for a pipeline in the northerly portion of the tract. Said tract shall also carry with it a driveway easement 20 feet normally distant northwesterly of the northwesterly line of said above described tract running northeasterly from the northeasterly right-of-way line of 35th Street diagonal to Union Pacific Railroad right-of-way.

NOTE: West line of the northwest ¼, Section 3, is assumed to bear due North and South.



I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Signed

Date

F. W. Mann Sept 29, 1976

F. W. MANN, L.S. Iowa Reg. No. 4328

EXHIBIT "B"

PART NW 1/4, SEC 3; NE 1/4, SEC 4; T 74 N, R 44 W, 5th RM

SCALE 1" = 40'

COUNCIL BLUFFS

REVISED

DATE 8-28-76

IOWA

F. W. MANN & ASSOCIATES CONSULTING ENGINEER
1016 MILITARY AVENUE COUNCIL BLUFFS, IOWA

VACANTI AND RANDAZZO

DRAWN BY PCN

BOOK NO. 131

- PIN POINT
- ▲ SELECT CORNER FOUND
- PIN SET
- SURVEY POINT

COMPARED

POOR COPY



- 1. EXISTING
- 2. PROPOSED
- 3. EXISTING & PROPOSED
- 4. EXISTING
- 5. PROPOSED

EXHIBIT "C"

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