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EASEMENT AGREEMENT

COPIED
1973 OCT 20
FILED FOR RECORD THE 20th DAY OF OCTOBER 1973
IN BOOK 93 PAGE 288

Joseph L. Lipton
Recorded
Priority

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM F. LIPTON, a married man, as his sole and separate property, and GISELA LIPTON, as his wife, for good and sufficient valuable consideration, including reciprocal easements, receipt of which is hereby acknowledged, does hereby grant and convey unto WILLIAM F. LIPTON, for the use and benefit of grantee concerning only the following described real estate situated in Pottawattamie County, Iowa, to-wit:

See legal description marked Exhibit "C"
and made a part hereof by this reference,

and further does hereby grant and convey unto ACTION ENVIRONMENT & DEVELOPMENT CO., an Iowa corporation, for the use and benefit of said grantee concerning the following described real estate situated in Pottawattamie County, Iowa, to-wit:

See legal description marked Exhibit "A"
and made a part hereof by this reference,

permanent easements over, across and through the following described real estate: situated in Pottawattamie County, Iowa, to-wit:

See legal description marked Exhibit "B"
and made a part hereof by this reference,

including the perpetual right to enter upon said real estate, at any time that grantee may see fit, and 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 and through and under said real estate, together with the right to excavate and refill ditches and/or trenches for location of said

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utilities and necessary appurtenances thereto, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location or construction and maintenance of said utilities, and further, one (1) roadway not less than twenty feet (20') in width for the purpose of ingress and egress of either pedestrian or vehicular traffic, but roadway easement is given only to land described in Exhibit A.

The said William F. Lipton and/or Action Environment & Development Co. shall properly and promptly refill any excavations made on said premises after the purposes of said excavation have been fulfilled and shall leave the premises in the same general condition as it was before the said William F. Lipton and/or Action Environment & Development Co. went upon same; 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 William F. Lipton and/or Action Environment & Development Co. upon completion of the work requiring said removal. Further, all expenses concerning such installation of utilities and/or roadway for ingress and egress shall be the expense of the said William F. Lipton and/or Action Environment & Development Co.

The undersigned covenants with grantee that it is lawfully seized and possessed of the real estate described in Exhibit "B" attached hereto and made a part hereof by this reference and that it has good and lawful right to grant this Easement.

Words and phrases herein, including the acknowledgements shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

All provisions of this Easement Agreement shall be binding upon and applicable to the successors, personal representatives, heirs 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 22 day of December, 1972.

William F. Lipton
WILLIAM F. LIPTON, individually

GISELA LIPTON

Owner of the property described in Exhibit "B".

GRANTORS

ACTION ENVIRONMENT & DEVELOPMENT CO.

BY: William Frank Lipton
William Frank Lipton, President

Owner of the property described in Exhibit "A".

William F. Lipton
WILLIAM F. LIPTON, individually

Owner of the property described in Exhibit "C".

GRANTEES

(No Corporate Seal)

ATTEST:

William Frank Lipton
William Frank Lipton, Secretary

COMM. AREA

Gisela Lipton
GISELA LIPTON, hi. wife

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STATE OF IOWA

Notary Public

COUNTY OF POTTAWATTAMIE

On this 22 day of December, 1972, before me, a notary public in and for said State, personally appeared WILLIAM FRANK LIPTON, to me personally known, who being by me duly sworn did say that he is the President and the Secretary of the above corporation, that no seal has been procured by the said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said WILLIAM FRANK LIPTON acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Frank W. Perle (Name)
NOTARY PUBLIC IN AND FOR SAID STATE.

STATE OF IOWA

Notary Public

COUNTY OF POTTAWATTAMIE

On this 22 day of December, 1972, before me, a notary public in and for said state, personally appeared WILLIAM F. LIPTON, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Frank W. Perle (Name)
NOTARY PUBLIC IN AND FOR SAID STATE.

STATE OF IOWA

Notary Public

COUNTY OF POTTAWATTAMIE

On this 22 day of December, 1972, before me, a notary public in and for said county and state, personally appeared GISELA LIPTON, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Frank W. Perle (Name)
NOTARY PUBLIC IN AND FOR SAID STATE.



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CONSENT OF MORTGAGEE

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

Robert W. Hopkins
ROBERT W. HOPKINS

Genevieve Hopkins
GENEVIEVE HOPKINS

HUSBAND AND WIFE

First Mortgage on property described in Exhibit "B".

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COMPARED

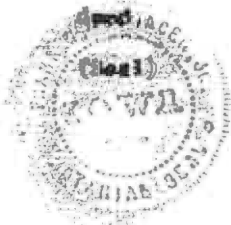
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STATE OF IOWA

COUNTY OF POTTAWATTAMIE

X
ss.

On this 22 day of December, 1972, before me, a notary public in and for said state, personally appeared ROBERT W. HOPKINS and GENEVIEVE HOPKINS, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and



Frank W. Burkhardt
NOTARY PUBLIC IN AND FOR SAID STATE

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COMPARED

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTHEAST 1/4 OF SECTION 22 BOTH IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATOMIE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH $00^{\circ}06'41''$ WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 277.17 FEET; THENCE SOUTH $89^{\circ}53'19''$ WEST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE COUNTY ROAD ON A 506.99 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 513.98 FEET SUBTENDED BY A CHORD 492.34 FEET IN LENGTH AND BEARING SOUTH $28^{\circ}57'42''$ WEST; THENCE SOUTH $58^{\circ}02'05''$ WEST A DISTANCE OF 667.98 FEET; THENCE SOUTH $51^{\circ}33'28''$ WEST A DISTANCE OF 652.91 FEET; THENCE NORTH $13^{\circ}35'28''$ WEST A DISTANCE OF 550.03 FEET; THENCE NORTH $00^{\circ}05'55''$ WEST A DISTANCE OF 1585.00 FEET; THENCE SOUTH $60^{\circ}05'58''$ EAST A DISTANCE OF 80.71 FEET; THENCE ON A 520.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 304.32 FEET SUBTENDED BY A CHORD 300.00 FEET IN LENGTH AND BEARING NORTH $81^{\circ}40'32''$ EAST; THENCE SOUTH $30^{\circ}05'54''$ EAST A DISTANCE OF 300.00 FEET; THENCE SOUTH $00^{\circ}05'55''$ EAST A DISTANCE OF 480.00 FEET; THENCE SOUTH $51^{\circ}53'32''$ EAST A DISTANCE OF 140.00 FEET; THENCE SOUTH $89^{\circ}24'02''$ EAST A DISTANCE OF 899.03 FEET; THENCE SOUTH $00^{\circ}06'41''$ EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE COUNTY ROAD A DISTANCE OF 492.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.80 ACRES.

Parcel #1 is Exhibit "A"

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COMPARED

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTHEAST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATOMIE COUNTY, IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH $00^{\circ}00'08''$ WEST (ASSUMED BEARING) ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 A DISTANCE OF 1486.17 FEET; THENCE NORTH $83^{\circ}04'22''$ EAST A DISTANCE OF 1086.98 FEET; THENCE SOUTH $00^{\circ}05'55''$ EAST A DISTANCE OF 1610.40 FEET; THENCE SOUTH $80^{\circ}38'45''$ WEST A DISTANCE OF 810.91 FEET; THENCE SOUTH $00^{\circ}11'15''$ WEST A DISTANCE OF 1287.13 FEET; THENCE NORTH $89^{\circ}51'45''$ WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD A DISTANCE OF 50.00 FEET; THENCE NORTH $00^{\circ}11'15''$ EAST A DISTANCE OF 1286.70 FEET; THENCE SOUTH $89^{\circ}38'45''$ WEST A DISTANCE OF 230.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.88 ACRES.

COMPARED

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 OF SAID SECTION 15; THENCE NORTH 00°00'08" WEST (ASSUMED BEARING) ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 A DISTANCE OF 1486.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°27'43" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 80 A DISTANCE OF 87.16 FEET; THENCE NORTH 24°00'03" WEST A DISTANCE OF 115.77 FEET; THENCE NORTH 25°25'22" EAST A DISTANCE OF 950.27 FEET; THENCE NORTH 38°03'27" EAST A DISTANCE OF 103.47 FEET; THENCE NORTH 25°31'08" EAST A DISTANCE OF 74.75 FEET; THENCE SOUTH 89°23'40" EAST A DISTANCE OF 1359.35 FEET; THENCE SOUTH 00°05'55" EAST A DISTANCE OF 1269.34 FEET; THENCE NORTH 63°24'02" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 51°53'32" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 00°05'55" WEST A DISTANCE OF 480.00 FEET; THENCE NORTH 30°05'54" WEST A DISTANCE OF 300.00 FEET; THENCE ON A 520.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 304.32 FEET SUBTENDED BY A CHORD 300.00 FEET IN LENGTH AND BEARING SOUTH 81°40'32" WEST; THENCE NORTH 80°05'58" WEST A DISTANCE OF 80.71 FEET; THENCE NORTH 00°05'55" WEST A DISTANCE OF 25.40 FEET; THENCE SOUTH 83°04'22" WEST A DISTANCE OF 1086.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.43 ACRES.