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STATE OF IOWA, POTTAWATTAMIE COUNTY
Filed for record the 21 day of March
in 1935 at 2:30 o'clock, P.M. and records
in book 43 page 46 24

EASEMENT AGREEMENT

Donnelly Letter
John A. McNamee
Secretary

KNOW ALL MEN BY THESE PRESENTS:

That ACTION ENVIRONMENT & DEVELOPMENT CO., an Iowa corporation, 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 grantees concerning only the following described real estate situated in Pottawattamie County, Iowa, to-wit:

See legal description marked Exhibits "B" and "C" 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 "A" 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 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.

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The said William F. Lipton 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 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 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.

The undersigned covenants with grantee that it is lawfully seized and possessed of the real estate described in Exhibit "A" 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 acknowledgment 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.

ACTION ENVIRONMENT & DEVELOPMENT CO.

(No Corporate Seal)

BY: William Frank Lipton
William Frank Lipton, President

ATTEST:

William Frank Lipton
William Frank Lipton, Secretary

H.W. Walter
H.W. Walter, Assistant Secretary

GRANTOR
Owner of the property described in Exhibit "A"

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Gisela Lipton
GISELA LIPTON, his wife

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William F. Lipton
 WILLIAM F. LIPTON, GRANTEE
 Owner of the property described in
 Exhibits "B" and "C".

STATE OF IOWA
 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. Perlsch
 (Name)
 NOTARY PUBLIC IN AND FOR SAID STATE.

STATE OF IOWA
 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. Perlsch
 (Name)
 NOTARY PUBLIC IN AND FOR SAID STATE.

Pottawattamie
 COUNTY OF 100-111123
Iowa
 STATE OF IOWA

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. Perlsch
 (Name)
 NOTARY PUBLIC IN AND FOR SAID STATE.

73- 4627

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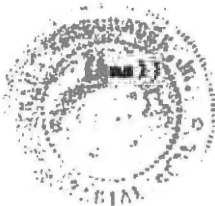
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STATE OF IOWA

†
†ss.

COUNTY OF POTTAWATTAMIE†

On this 22nd day of December, 1972, before me, a notary public, in and for said State, personally appeared H.W. WALTER, to me known personally, who being by me duly sworn did say that he is the Assistant 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 H.W. WALTER acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Frank W. Pechacek, Jr.
FRANK W. PECHACEK, JR.
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.



ATTEST:

Wayne C. Clark
Cashier

FIRST NATIONAL BANK OF COUNCIL BLUFFS

BY: [Signature]

First Mortgage on property described in Exhibit "A".

[Signature]
DEAN E. ANDRESS

[Signature]
HELEN M. ANDRESS, husband and wife

Second Mortgage on property described in Exhibit "A".

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this 22 day of December, 1972, before me, a notary public in and for said County and State, personally appeared Wayne C. Clark Joseph D. Yager, to me personally known, who being by me duly sworn did say that he is the Vice President and Cashier of said corporation, that the seal affixed to said instrument is the seal of 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 Wayne C. Clark Joseph D. Yager acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



[Signature]
NOTARY PUBLIC IN AND FOR SAID STATE

COMPARED

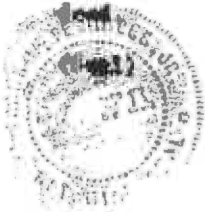
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STATE OF IOWA

COUNTY OF POTTAWATTAMIE

ss.

On this 22 day of December, 1972, before me, a notary public in and for said state, personally appeared DEAN E. ANDRESS and HELEN M. ANDRESS, 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



David W. Schubert
NOTARY PUBLIC IN AND FOR SAID STATE

78- 4630

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 930.08 FEET; THENCE NORTH $00^{\circ}05'55''$ WEST A DISTANCE OF 1586.00 FEET; THENCE SOUTH $80^{\circ}05'58''$ 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.

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., POTTAWAMIE 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 $89^{\circ}38'45''$ WEST A DISTANCE OF 800.91 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 $03^{\circ}11'15''$ 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 $00^{\circ}00'08''$ WEST (ASSURED 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 $25^{\circ}27'43''$ EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 80 A DISTANCE OF 87.16 FEET; THENCE NORTH $24^{\circ}00'03''$ WEST A DISTANCE OF 115.77 FEET; THENCE NORTH $25^{\circ}25'22''$ EAST A DISTANCE OF 950.27 FEET; THENCE NORTH $38^{\circ}03'27''$ EAST A DISTANCE OF 103.47 FEET; THENCE NORTH $25^{\circ}31'08''$ EAST A DISTANCE OF 74.75 FEET; THENCE SOUTH $89^{\circ}23'48''$ EAST A DISTANCE OF 1359.35 FEET; THENCE SOUTH $50^{\circ}05'55''$ EAST A DISTANCE OF 1869.34 FEET; THENCE NORTH $69^{\circ}24'02''$ WEST A DISTANCE OF 140.00 FEET; THENCE NORTH $51^{\circ}53'32''$ WEST A DISTANCE OF 140.00 FEET; THENCE NORTH $00^{\circ}05'55''$ WEST A DISTANCE OF 480.00 FEET; THENCE NORTH $30^{\circ}05'54''$ 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 $81^{\circ}40'32''$ WEST; THENCE NORTH $80^{\circ}05'58''$ WEST A DISTANCE OF 80.71 FEET; THENCE NORTH $00^{\circ}05'56''$ WEST A DISTANCE OF 25.40 FEET; THENCE SOUTH $83^{\circ}04'22''$ WEST A DISTANCE OF 1086.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.43 ACRES.

Parcel #3 is Exhibit "C"

78- 4633