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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by, return to: Nathan Allen, 5820 Westown Parkway, West Des Moines, IA 50266 (515) 267-2870

ENCROACHMENT EASEMENT AGREEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT ("Agreement") is made this 16th day of September, 2013, by and between HY-VEE, INC., an Iowa corporation ("Grantor") whose address for the purpose of this Agreement is 5820 Westown Parkway, West Des Moines, IA 50266, and WEEKS PROPERTIES, INC., an Iowa corporation ("Grantee") whose address for the purpose of this Agreement is 608 E. Court Ave., Winterset, IA 50273, WITNESSETH:

WHEREAS, Grantor owns property in Winterset, Madison County, Iowa, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor Tract"); and

WHEREAS, Grantee owns property adjacent to the Grantor parcel, more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Grantee Tract") which is operated by Grantee as a mobile home community; and

WHEREAS, on or as of the date hereof a portion of a mobile home mostly located on the Grantee Tract encroaches onto a portion of the Grantor Tract, and

WHEREAS, Grantee acknowledges that, except for the rights granted to Grantee pursuant to this Agreement, Grantee would have no right to continue to allow the mobile home to encroach onto the Grantor Tract, and

WHEREAS, Grantor has consented to the continued existence of the encroachment at the request of Grantee pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Encroachment Easement. Grantor hereby grants for the benefit of the Grantee Tract, an easement for the continued encroachment of that certain mobile home that encroaches onto the Grantor Tract on or as of the date hereof (the "Mobile Home"), to continue to encroach into that portion of the Grantor Tract legally described and visually depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Area") until such time

as the Mobile Home is moved, no matter how minor the movement or relocation. At such time as the Mobile Home is moved, this Easement will automatically terminate without any additional action by either party and Grantee shall be prohibited from locating any improvement or object in the area identified herein as the Easement Area. Further, at such time as the Encroachment Easement expires herein, Grantee shall be required to re-locate the fence from the border of the Easement Area and Grantor's remaining property to the lot line of the Grantor Tract and the Grantee Tract at Grantee's sole cost and expense using the same materials as the remainder of the fence on the Grantor Tract.

2. No Permanent Improvements. No permanent improvements may be constructed by the owner, occupant, tenant, licensee, invitee, or representative of the owner of the Grantee Tract.

3. Hold Harmless, Indemnity. Except as may be caused by the grossly negligent acts or omissions of the owner or occupant of the Grantor Tract, its employees, agents or its representatives, the owner or occupant of the Grantor Tract and its employees and agents shall not be liable for any personal injury or death of any person, or damage to any property resulting from occurrences upon the Easement Area and/or Grantee Tract. The owner of the Grantee Tract shall indemnify, defend and hold the owner of the Grantor Tract, its employees, agents and representatives harmless against any loss, cost, damage, injury or any claim or lawsuit for loss, cost, damage or injury arising out of or resulting from any claim based on any occurrence within the Easement Area and/or the Grantee Tract.

4. Covenants Running with the Land. The parties hereby declare and agree that the Grantee Tract and the Grantor Tract shall be held, sold and conveyed subject to the easement(s) contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title and interest in said properties, or any part thereof, and their respective heirs, successors and assigns.

5. Waiver. No covenant, restriction, condition, limitation or any other provision of this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same at any time, or a waiver of the same for purposes of a subsequent violation or breach, irrespective of the number of violations or breaches which may occur.

6. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement, as the case may be, shall not render the remainder of the Agreement invalid.

7. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of all the record owners of the tracts of real estate described herein. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Madison County, Iowa.

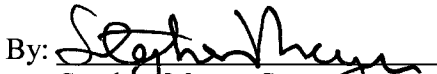
8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first written above.

GRANTOR:


HY-VEE, INC.

By: 
Jeffrey Markey, Vice President

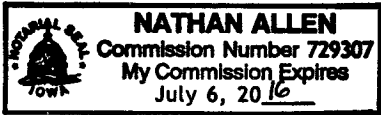
By: 
Stephen Meyer, Secretary

STATE OF IOWA)
) ss.
POLK COUNTY)

On this 16th day of September, 2013, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Jeffrey Markey and Stephen Meyer, to me personally known, who being by me duly sworn did say that they are the Vice President and Secretary, respectively, of Hy-Vee, Inc.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jeffrey Markey and Stephen Meyer as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Notary Public in and for the
State of Iowa



GRANTEE:

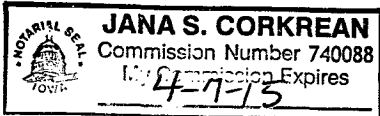
WEEKS PROPERTIES, INC.

By: Steven R. Weeks
Steven R. Weeks (print name)

Its: President

STATE OF IOWA)
) ss.
POLK COUNTY)

On this 13 day of Sept, 2013, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Steven Weeks, to me personally known, who being by me duly sworn did say that he/she are the president of Week Properties, Inc.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Steven R. Weeks as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.



Jana S. Corkrean
Notary Public in and for the
State of Iowa

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR TRACT

Lots One (1) and two (2) of Gold Buffet Subdivision of the City of Winterset, Madison County, Iowa, **EXCEPT** Parcel "A" located in said Lot One (1) as shown in Plat of Survey filed in Book 2, Page 199 on February 9, 1994 in the Office of the Recorder of Madison County, Iowa; **AND EXCEPT** the North 15 feet of said Lot Two (2).

AND

Parcel "A", a part of Lot One (1) of Gold Buffet Subdivision, City of Winterset, Madison County, Iowa, containing 11,227 square feet, as shown in Plat of Survey filed in Book 2, Page 199 on February 9, 1994 in the Office of the recorder of Madison County, Iowa; **AND**

Parcel "E" located in the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 621.3 square feet, as shown in Plat of Survey filed in Book 2, Page 343 on February 26, 1998 in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "B"
LEGAL DESCRIPTION OF GRANTEE TRACT

A parcel of land described as commencing at the southwest corner of the Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence South 89°15½' East 50 feet to the point of beginning; thence North 198.42 feet; thence South 89°15½' East 94.23 feet; thence North 27.25 feet; thence South 89°15½' East 162.27 feet; thence North 205.81 feet; thence South 89°15½' East 195.32 feet; thence South 00°03' East 306.48 feet; thence North 89°15½' West 66 feet; thence South 00°03' East 125 feet; thence North 89°15½' West 386.20 feet to the point of beginning; EXCEPT Parcel "F" described as commencing at the Southwest Corner of the Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa; thence South 89°15'30" East 50.00 feet along the south line of said Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼) which is the North line of Lane Street to the Point of Beginning; thence North 00°00'00" East 191.90 feet; thence South 89°17'43" East 94.30 feet along the South line of Parcel E; thence

North 00°00'13" West 33.87 feet to a point on the south line of Gold Buffet Subdivision; thence South 89°15'30" East 38.20 feet; thence South 00°00'00" East 225.67 feet to the south line of said Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼); thence North 89°15'30" West 132.50 feet to the Point of Beginning, containing 0.613 acres; AND EXCEPT Parcel "E" described as commencing at the southwest corner of the Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa; thence South 89°15'30" East 50.00 feet along the South line of said Northwest Fractional Quarter (NW Fr. ¼) of the Northwest Quarter (NW ¼) which is also the North line of Lane Street; thence North 00°00'00" East 198.42 feet to the southwest corner of Gold Buffet Subdivision which is the Point of Beginning; thence South 89°22'20" East 94.26 feet along the south line of Gold Buffet Subdivision; thence South 00°20'39" East 6.66 feet; thence North 89°17'43" West 94.30 feet; thence North 00°00'00" East 6.52 feet to the Point of beginning, containing 0.014 acres (621.3 Square Feet).

EXHIBIT "C" (Page 1 of 2)
LEGAL DESCRIPTION OF ENCROACHMENT EASEMENT

THAT PART OF LOT 1, GOLD BUFFET SUBDIVISION, AN OFFICAL PLAT OF THE CITY OF WINTERSET, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER (NW FR. 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5TH P.M.; THENCE S.89°01'44"E., 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FIRST STREET (JOHN WAYNE DRIVE); THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE, N.00°13'46"E., 198.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S.88°52'28"E., A DISTANCE OF 94.22 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE N.00°13'46"E., A DISTANCE 27.24 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE S.89°05'42"E., A DISTANCE OF 162.09 FEET ALONG THE SOUTH LINE OF SAID LOT 1, TO THE SE CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING;

THENCE N.00°17'24"E., A DISTANCE OF 15.00 FEET, ALONG THE EAST LINE OF SAID LOT 1; THENCE N.89°05'42"W., A DISTANCE OF 2.0 FEET; THENCE S.00°17'24"W., A DISTANCE OF 15.00 FEET; THENCE S.89°05'42"E., A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 30.0 SQUARE FEET OF LAND MORE OR LESS, AND SUBJECT TO ALL EASEMENTS OF RECORD.

EXHIBIT "C" (Page 2 of 2)
 VISUAL DEPICTION OF EASEMENT AREA

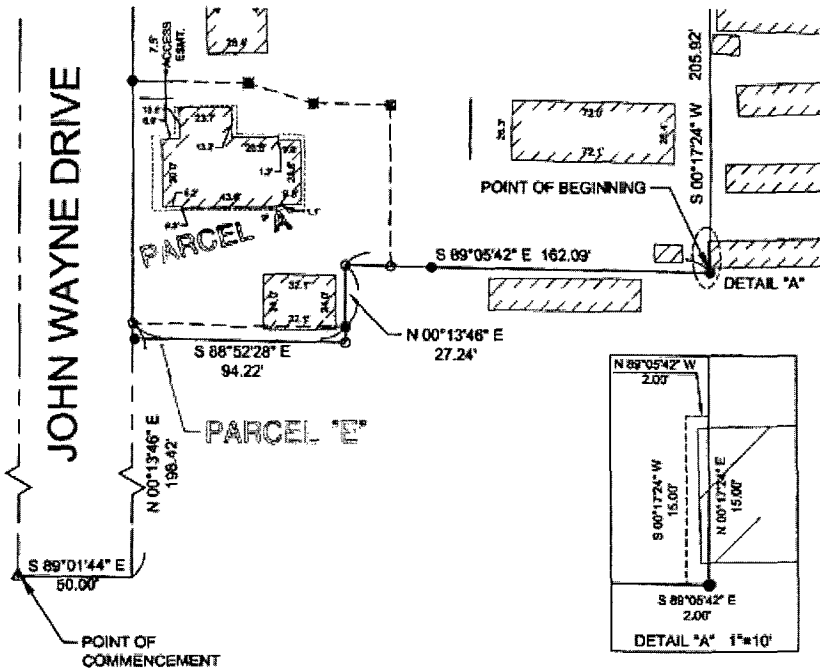
LEGAL DESCRIPTION FOR EASEMENT ENCROACHMENT "B"

THAT PART OF LOT 1, GOLD BUFFET SUBDIVISION, AN OFFICAL PLAT OF THE CITY OF WINTerset, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

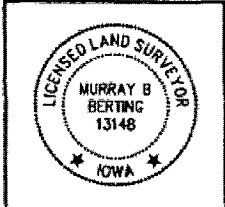
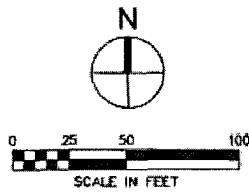
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER (NW FR. 14) OF THE NORTHWEST QUARTER (NW 14) OF SECTION 31, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE 6TH P.M.; THENCE S.89°01'44"E., 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FIRST STREET (JOHN WAYNE DRIVE); THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE, N.00°13'46"E., 198.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S.88°52'28"E., A DISTANCE OF 94.22 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE N.00°13'46"E., A DISTANCE 27.24 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE S.89°05'42"E., A DISTANCE OF 162.09 FEET ALONG THE SOUTH LINE OF SAID LOT 1, TO THE SE CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING;

THENCE N.00°17'24"E., A DISTANCE OF 15.00 FEET, ALONG THE EAST LINE OF SAID LOT 1; THENCE N.89°05'42"W., A DISTANCE OF 2.00 FEET; THENCE S.00°17'24"W., A DISTANCE OF 15.00 FEET; THENCE S.89°05'42"E., A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.0 SQUARE FEET OF LAND MORE OR LESS, AND SUBJECT TO ALL EASEMENTS OF RECORD.



ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTIVE INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATIVE CODE 140C-9.1(3)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A QUALY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Murray B. Berting*
 NAME: MURRAY B. BERTING
 DATE: 9-9-13 LICENSE NUMBER: 13148
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2014
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: EX1.0

SHIVEHATTERY
 ARCHITECTURE • ENGINEERING
 Iowa | Illinois | Indiana | Missouri
 1161 14th STREET, SUITE 200, WEST DES MOINES, IA 50319, (515) 223-9140

EASEMENT LOT 1 GOLD BUFFET SUBDIVISION MADISON COUNTY, WINTerset, IA		PROJECT NO. 413165-0
DATE 8/29/2013	SCALE 1"=40'	SHEET NO. EX1.0
DRAWN WEB	FIELD BOOK WEB	
APPROVED WEB	REVISION	