

EASEMENT

This agreement made this 31st day of August, A. D. 1960, by and between Raymond O. Gregerson and Floy B. Gregerson, husband and wife, jointly and severally of the City of Fargo, County of Cass, and State of North Dakota, parties of the first part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and Gary G. Griffeth and Opal R. Griffeth, husband and wife, jointly and severally, of Fargo, of the Township of Reed, County of Cass, and State of North Dakota, parties of the second part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns, where the context so requires or admits, Witnesseth:

Whereas, the parties of the second part own and have title to the real estate located in Reed Township, County of Cass, and State of North Dakota, described as follows:

Commencing at a point seventy-five (75) feet North and Seven Hundred Thirty-two (732) feet West of the Southeast corner of the Southeast Quarter of Section Fourteen (14), Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, Cass County, State of North Dakota, said point being the Southeast corner of the tract of land hereinafter described, thence West and parallel to the South line of said Quarter Two Hundred (200) feet, thence North and parallel to the East line of said Quarter for One Thousand Eighty-nine (1089) feet, thence East and parallel to the South line of said Quarter Two Hundred (200) feet, thence South and parallel to the East line of said Quarter for One Thousand Eighty-nine (1089) feet to the point of beginning.

And Whereas, the parties of the first part own and have title to all land in the Southeast Quarter of Section Fourteen (14), Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, Cass County, State of North Dakota, which adjoins the above described tract owned by the parties of the second part, and

Whereas, the parties of the first part hereto, in consideration of the sum of One and other sufficient consideration Dollars in hand paid, the receipt of which is hereby acknowledged, have agreed to grant an easement or right of way,

NOW THEREFORE, in pursuance to said agreement and for said consideration, the parties of the first part hereby grant, bargain, sell and convey unto the parties of the second part, his, her, or their heirs and assigns, an easement and right of way, together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said tract owned by the parties of the second part or the rear entrances of or the garage connected with the dwelling or improvements located on said premises and for all other purposes connected with the use of said premises, to pass and repass along the East side of said described tract owned by said parties of the second part a strip of land, subject to existing highway right of way easements, claims and usages, described as follows, to wit:

Beginning at a point on the Section line Six Hundred Ninety-two (692) feet West of the Southeast corner of the Southeast Quarter of Section Fourteen (14), Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, then North and parallel to the East line of said Quarter One Thousand One Hundred Sixty-four (1164) feet, thence West and parallel to the South line of said Quarter Forty (40) feet, thence South and parallel to the East line of said Quarter One Thousand One Hundred Sixty-four (1164) feet, thence East on the South Section line of said Quarter to the point of beginning, all being in the Southeast Quarter of Section Fourteen (14), Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, Cass County, North Dakota.

In further pursuance of the agreement of the parties and for the said consideration, the parties of the first part hereby grant, bargain, sell and convey unto the parties of the second part, his, her or their heirs and assigns, an easement and right of way and the privilege of conveying water by aqueduct or pipe of not more than one and one-half inch bore to the said premises and tract owned by the parties of the second part from a certain well owned jointly by the parties hereto, located approximately Five Hundred Sixty (560) feet West and Two Hundred Five (205) feet North of the Southeast corner of the Southeast Quarter of Section Fourteen (14), Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, Cass County, North Dakota.

It is understood and agreed by and between the parties hereto that the easements granted herein are to be held by the respective grantees, his, her and their heirs and assigns, as appurtenant to the land owned by said respective grantees.

It is further understood and agreed by and between the parties hereto that the parties of the first part will and do hereby assume and agree to pay one-half, and the parties of the second part will and do hereby assume and agree to pay one-half of the cost of maintaining such well, driveway and walks as are associated with the easements herein granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Raymond O. Gregerson  
Raymond O. Gregerson

Floy B. Gregerson  
Floy B. Gregerson

Gary G. Griffeth  
Gary G. Griffeth

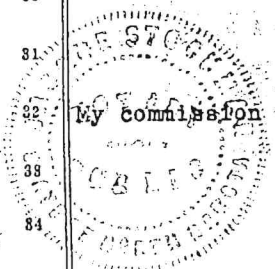
Opal R. Griffeth  
Opal R. Griffeth

State of North Dakota )  
County of Cass )

On this 31st day of August, 1960, before me, Jacque Stockman, a notary public in and for said county and state, personally appeared Raymond O. Gregerson and Floy B. Gregerson, husband and wife, and Gary G. Griffeth and Opal R. Griffeth, husband and wife, known to me to be the persons who are described in, and who executed the within and foregoing instrument and severally acknowledged that they executed the same.

Jacque Stockman  
Jacque Stockman

My commission expires February 28, 1963.



DOCUMENT No. 367644 Filed for record on the 20 day of March  
A. D. 1961, at 1:22 o'clock P. M. A. Friedman

JACQUE STOCKMAN  
Attorney at Law  
Fargo, North Dakota

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