

Town Lot Deed Record, No. ~~31~~ 32

|                   |            |                                    |
|-------------------|------------|------------------------------------|
| Augusta E. Kiddoo | #5183      | Filed for record the 7 day of July |
| To                |            | A. D. 1951 at 10:49 o'clock A. M.  |
| Robert W. Cain &  | Fee \$1.40 |                                    |
| Mildred L. Cain   |            | Wilma M. Wade, Recorder            |

EASEMENT

THIS INDENTURE made this 7th day of July, 1951, between AUGUSTA E. KIDDOO, Party of the First part, and ROBERT W. CAIN and MILDRED L. CAIN, Parties of the Second Part.

WHEREAS, the Party of the First Part is seized in fee simple, free of encumbrances, of a parcel of land described as the East Fifty-four (54) feet of Lot One (1) in Block One (1) of Tidrick & Ward's Addition to the Town of Winterset, Madison County, Iowa, which is a vacant parcel of land; and,

WHEREAS, the Parties of the Second Part are seized in fee simple of the parcel of land

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adjoining the land owned by Party of the First Part and described as Lot One (1) except the East Fifty-four (54) feet in width thereof, Lot Two (2) and the East Half of Lot Three (3), all in Block One (1) of Tidrick & Ward's Addition to the City of Winterset, Madison County, Iowa, upon which parcel of land is situated a dwelling house; and,

WHEREAS, the Party of the First Part did sell to Parties of the Second Part the real estate above described as shown as owned by Parties of the Second Part and agreed in said contract of sale that no building should be constructed on the property owned by Party of the First Part closer than twenty-five (25) feet South of the South edge of the sidewalk as now located and running east and west along the North line of the real estate owned by Party of the First Part and Parties of the Second Part.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Six Thousand (\$6,000) Dollars paid by the Parties of the Second Part to Party of the First Part for the real estate described in this contract as now owned by Parties of the Second Part, the receipt whereof is hereby acknowledged, the Party of the First Part hereby grants unto Parties of the Second Part, their heirs and assigns, full and free right to the uninterrupted access, transmission and enjoyment of light and unobstructed view over and across that portion or parcel of real estate owned by First Party, extending twenty-five (25) feet South from the South edge of the sidewalk as it now is constructed, running east and west and along the North edge of the East Fifty-four (54) feet of Lot One (1) in Block One (1) of Tidrick & Ward's Addition to the Town of Winterset, Madison County, Iowa, and Party of the First Part hereby agrees that in consideration of the sale of said real estate to Party of the Second Part that she, her heirs, successors or assigns, will not construct within said space a building of any kind, character or description.

IN WITNESS WHEREOF the Parties hereto have on this 7th day of July, 1951, affixed their hands.

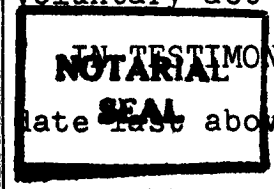
Augusta E. Kiddoo  
Party of the First Part

Mildred L. Cain  
Robert W. Cain  
Parties of the Second Part.

STATE OF IOWA MADISON COUNTY ) SS

On this 7th day of July A. D. 1951, before me the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came AUGUSTA E. KIDDOO, ROBERT W. CAIN and MILDRED L. CAIN, personally to me known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.



Charles D. Van Werden Notary Public  
in and for said County.