

Deed Record, No. 88, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 14111-54

Kenneth Eyerly et al
To
Madison County Livestock
and Fair Assn.

#1119

Fee \$ 2.20

Filed for record the 1 day of March
A. D. 1956 at 3:41 o'clock P. M.

Mary E. Welty, Recorder

GRANT OF EASEMENT

THIS AGREEMENT made and entered into this 29 day of February, 1956, by and between Kenneth W. Eyerly and Eathel B. Eyerly of Madison County, Iowa, hereinafter designated as FIRST PARTY and the Madison County Livestock and Fair Association of Madison County, Iowa, hereby designated as SECOND PARTY, WITNESSETH:

WHEREAS, First Party did, on or about August 23, 1954, by written contract, for a valuable consideration, agree to convey to Second Party the following described real estate to-wit:

Commencing at a point on the East line of the West 6.51 acres of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 1, in Township 75 North, of Range 28 West of the 5th P. M., 26.65 rods South of the center line of Highway No. 92, running thence West 9 rods, thence North 10.65 rods, thence West 15 rods, thence South 1.77 rods, thence West to a point 25.845 rods East of the West line of the East 21.12 acres of the Northwest Fractional Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 1, thence South to the South line of the Northwest Fractional Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), thence East to the Southeast corner of said 6.51 acre tract, thence North to the place of beginning., and

WHEREAS, said written contract hereinbefore referred to was recorded on August 23, 1954, at 4:50 o'clock P. M. in Book 86 on page 522 of the records of the County Recorder of Madison County, and whereas said contract, among other things, provided that Second Party should have an easement in, over and across said real estate for the purposes stated in said contract.

IT IS NOW THEREFORE AGREED, that First Party and other property owners, owning real estate lying between the above described real estate and the public highway now designated as Primary Highway 92, shall have the right to continue to use, reconstruct, maintain and repair the tile drains, without charge, which consists of water drains and sewer drains running through and across the above described real estate toward the south, and this easement and right shall pass with the owners of said real estate to subsequent grantees thereof.

IT IS FURTHER AGREED by the parties hereto, that Second Party shall have an easement for road purposes for ingress and egress over and across the following described real estate, to-wit:

Commencing at a point in the center line of Highway No. 92 which is 24 rods West of the East line of the West 6.51 acres of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1. in Twp 75 N., of Range 28 West of the 5th P. M., running thence South 17.77 rods, thence West 20 feet, thence North 17.77 rods, thence East 20 feet to the place of beginning.

Said easement is for the sole benefit of Second Party, its successors, grantees and assigns. First Party and his grantees, successors, and assignees shall have the right to use said easement in connection with land which First Party and grantees, successors or assignees may own. Second Party, shall, at all times keep the above described easement for road purposes surfaced or covered with some adequate substance as to prevent dust from blowing off of said road way.

IT IS FURTHER AGREED that in the event the grantee herein, it's successors, grantees or assigns, should, by itself or agents or by any person or persons acting with or without authority of the said grantees itself, successors, grantees or assigns, should, in any manner, damage, cut or interfere with anyone or more of the tile, water or sewer drains running through and across the above described real estate, the said drains will be repaired and placed in as good a condition as they were before the damage occurred without cost to the holders, owners or users of said drains.

(No Seal)

Kenneth Eyerly
Eathel B. Eyerly First Parties
Madison County Livestock and Fair Association
by J. E. Bruns President
by J. Earl Graves Secretary

STATE OF IOWA MADISON COUNTY) ss:

On this 29 day of February, A. D., 1956, before me the undersigned, a Notary Public within

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and for Madison County, State of Iowa, personally came Kenneth W. Eyerly and wife, Eathel B. Eyerly personally to me known to be the identical persons whose names are affixed to the above instrument as grantors 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.

(Notarial Seal)

Jno. N. Hartley Notary Public
in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY) ss:

On this 29 day of February, A. D., 1956, before me, Jno. N. Hartley, a Notary Public in and for the County of Madison, State of Iowa, personally came J. E. Bruns, President of the Madison County Livestock and Fair Association of Winterset, Iowa, and J. Earl Graves, Secretary of the Madison County Livestock and Fair Association of Winterset, Iowa, of the Corporation which executed the above and foregoing instrument, who being to me personally known as the identical persons who signed the foregoing instrument and by me duly sworn for himself, did say he is president and secretary respectively of said Corporation and that said instrument was signed by them of behalf of the said Corporation by authority of its Board of Directors and acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed, as provided in Sec. 558.39, Code of Iowa. IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL
SEAL

Jno. N. Hartley Notary Public
in and for Madison County, Iowa