

Deed Record, No. 88, Madison County, Iowa

Glenn Mercer & wife
To
Winterset Development
Commission, Inc.

#2810

Fee \$ 1.80 ^{G.H.}EASEMENT

Filed for record the 9 day of August
A. D. 1957 at 4:03 o'clock P. M.

Mary E. Welty, Recorder

KNOW ALL MEN BY THESE PRESENTS: That GLENN MERCER AND MARY MERCER, his wife, Grantors, of Madison County, State of Iowa, do hereby grant and convey to the WINTERSET DEVELOPMENT COMMISSION, INC., a corporation, its licensees, successors and assigns, Grantee, for One Dollar and other valuable consideration, receipt whereof is hereby acknowledged, a right of way and easement for the construction, operation, maintenance and use of a single railroad track to connect with the railroad trackage of the Chicago, Rock Island & Pacific Railway lying immediately adjacent to the real estate of the Grantors hereinafter described, said right of way and easement being over, on and across the following described premises belonging to the Grantors in Madison County, State of Iowa, to-wit:

A tract of land commencing at a point on the North line of the right of way of the C.R.I. & P. Railway in the intersection therewith of the East line of East Tenth Street in the City of Winterset, Iowa, said point being at or near the Southwest corner of the Northeast Quarter of Section 31, Township 76 North, Range 27, West of the Fifth P. M., and running thence North along the East line of East Tenth Street 258 feet to a point opposite the South line of Filmore Street in said City, thence East 69 rods to a point 254 feet North of the North line of said right-of way, thence South to the North line of said right of way, thence West along said right of way to the place of beginning, in Madison County, Iowa, except the West 450 feet thereof.

The terms, conditions and reservations of said grant are as follows:

1. The Grantee, its licensees, successors and assigns, shall have the right to erect, maintain and use a railroad spur across the Grantors' land hereinbefore described as such points upon said land as shall be hereafter determined by the Grantee, its licensees, successors or assigns, the exact location of said easement upon said land to be thus determined upon the event of the construction of such railroad spur.
2. Grantors further grant and convey sufficient right of way and easement to permit adequate lateral clearance and overhead clearance necessary to the maintenance and use of said railroad spur.
3. It is agreed between the parties that this grant of easement shall become null and void unless the Grantee, its successors and assigns, builds trackage on the easement herein granted within a period of five (5) years from date, and in the event that said trackage is built and for any reason is not used for a period of five (5) years from the date of completion by the Grantee, its successors and assigns, at the option of the Grantors, their successors and assigns, Grantors may terminate this easement by giving thirty (30) days notice of intention to terminate said easement to the record title holder of said easement, said notice to be given in the same manner and treated in the same manner as real estate contracts under the statutes of Iowa.
4. Grantee, its successors and assigns, shall pay any taxes levied on the spur constructed and maintained by it.
5. The Grantors, their successors and assigns, reserve the right to use such trackage as may be built across Grantors' land, said use not to unduly interfere with the use of the Grantee, its successors and assigns.
6. Grant and conveyance herein expressed shall vest in the Grantee full right of access over, upon and across the real estate hereinbefore described for the purpose of engineering, grading and any and all other acts necessary and incident to the construction of the railroad spur trackage herein contemplated.
7. The right of way and easement herein granted shall be perpetual and binding upon any and

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

all grantees of the real estate hereinbefore described to whom the Grantors may hereafter convey any interest therein, subject to the conditions stated in Paragraph 3 hereof.

In Witness Whereof we have hereunto set our hands this 26th day of July A. D. 1957.

Glenn Mercer
Mary Mercer

STATE OF IOWA MADISON COUNTY) ss

On this 26th day of July A. D. 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GLENN MERCER and MARY MERCER to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Mabelle Smith Notary Public
in and for said County.