

REG. NO. 30601
POLK COUNTY IOWA
FILED FOR RECORD

SPUR TRACK EASEMENT

AT 2 P.M. MAY 12 1955
IRENE H. MALEY, RECORDER
Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Stran Steel Products Company of Detroit, Michigan, a Delaware corporation having one of its offices in Polk County, Iowa, herein after referred to as "Grantor", is the owner of the following described real estate situated in the County of Polk, State of Iowa, to-wit:

A portion of Lots One (1) and A, of the Kemper Estate, an Official Plat in Polk County, Iowa, described as follows: The South two hundred ten (210) feet of the North two hundred forty-one (241) feet of Lot One (1), and the South two hundred ten (210) feet of Lot A, and a triangular tract adjacent to the above described tract as follows: Beginning at a point on the East line of Lot A, two hundred forty-one (241) feet South of the Northeast corner thereof, thence South along the East line of Lot A, a distance of two hundred (200) feet, thence North thirty-six (36) degrees, fifty-nine (59) minutes, West, two hundred forty-nine point four (249.4) feet, more or less, to a point on the South line of the North two hundred forty-one (241) feet of Lot One (1) aforesaid, thence East one hundred fifty (150) feet to place of beginning, the total area being six point four six two (6.462) acres, more or less, and

WHEREAS, the main line of the Chicago and Northwestern Railroad Company lies immediately East of the above described property, and

WHEREAS, there is located upon said property of the Grantor a spur track leading from the main line of the Chicago and Northwestern Railroad Company and running in a Northwesterly direction over a portion of the Grantor's said property, and

WHEREAS, Iowa Power and Light Company, an Iowa corporation having its principal place of business in the City of Des Moines, Polk County, Iowa, is the owner of property lying immediately North of said Grantor's premises, and

WHEREAS, Iowa Power and Light Company desires to construct, operate and maintain a spur track upon its said premises, across the premises of the Grantor to join Grantor's said spur track at a point within Grantor's said premises, and

WHEREAS, the Grantor has, for the consideration hereinafter named, agreed to grant and convey to said Iowa Power and Light Company an easement and right-of-way for the construction, operation and maintenance of said spur track, and

WHEREAS, there is attached hereto, marked Exhibit "A" and by this reference made a part hereof, a plat of Grantor's said premises upon which there is shown a spur track now located upon Grantor's premises and the proposed right-of-way and easement to be granted to said Iowa Power and Light Company.

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) in hand paid by said Iowa Power and Light Company, Grantor does hereby grant, bargain, sell and convey unto said Iowa Power and Light Company, its successors and assigns, the perpetual right and easement to construct, operate and maintain over and across Grantor's said premises a railroad spur track, the location of said spur track to be on that part of Grantor's premises more particularly described as follows: to-wit:

A strip of land twenty-five (25) feet in width, the centerline of which is described as follows:

Commencing at a point in Lot 1, Kemper Estate, an Official Flat in Polk County, Iowa, which point is three hundred thirty-one (331) feet South and nine (9) feet West of the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section thirteen (13), Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa; thence North and West along the arc of a spiral curve of approximately seventeen (17) degrees twenty-four (24) minutes, a distance of approximately three hundred three (303) feet to a point thirty-one (31) feet South and thirty-three (33) feet West of the said Northeast corner.

In further consideration of the foregoing, Grantor does hereby grant and convey unto said Iowa Power and Light Company, its successors and assigns, the perpetual right and easement to the use of that portion of Grantor's spur track located on said premises, as indicated on Exhibit "A", located between the point of connection between said spur track and the proposed spur track of Iowa Power and Light Company and its connection with the main line of the Chicago and Northwestern Railroad Company, together with the perpetual right to repair and maintain the same and to operate, or cause to be operated, railroad cars upon or over said portion of Grantor's spur track at all times not inconsistent with Grantor's use of the same, and to operate or cause to be operated railroad cars upon and over the proposed spur track of Iowa Power and Light Company, all upon the following terms and conditions, to-wit:

1. In further consideration of the foregoing, Iowa Power and Light Company does hereby covenant and agree to indemnify and save harmless the Grantor, its successors and assigns, from any claim or claims arising out of the construction, operation and maintenance of said spur track by Iowa Power and Light Company and the use, operation, maintenance and repair of that portion of Grantor's said spur track to be used by said Iowa Power and Light Company during such time as Iowa Power and Light Company's rights in and to said easement shall continue.

2. In the event Iowa Power and Light Company shall construct, operate and maintain a spur track over and upon the above described property and shall thereafter remove or abandon the same, all of the right, title and interest of Iowa Power and Light Company under the terms of this grant and easement shall thereupon be terminated and forfeited.

3. That Grantor covenants and agrees not to remove, abandon or re-locate any portion of Grantor's said spur track over which an easement and right to use has herein been granted to said Iowa Power and Light Company without first having offered to sell and convey the same to Iowa Power and Light Company for such consideration as may be mutually agreed upon by and between the parties; provided, however, that, in the event the same shall be offered for sale as aforesaid to Iowa Power and Light Company and the parties are unable to agree upon a reasonable sale price, the matter of the amount of such consideration shall be submitted to arbitration under the appropriate laws of the State of Iowa.

Dated this 29th day of April, A. D., 1955.

STRAN STEEL PRODUCTS COMPANY

By J. E. Bowen
President

ATTEST:

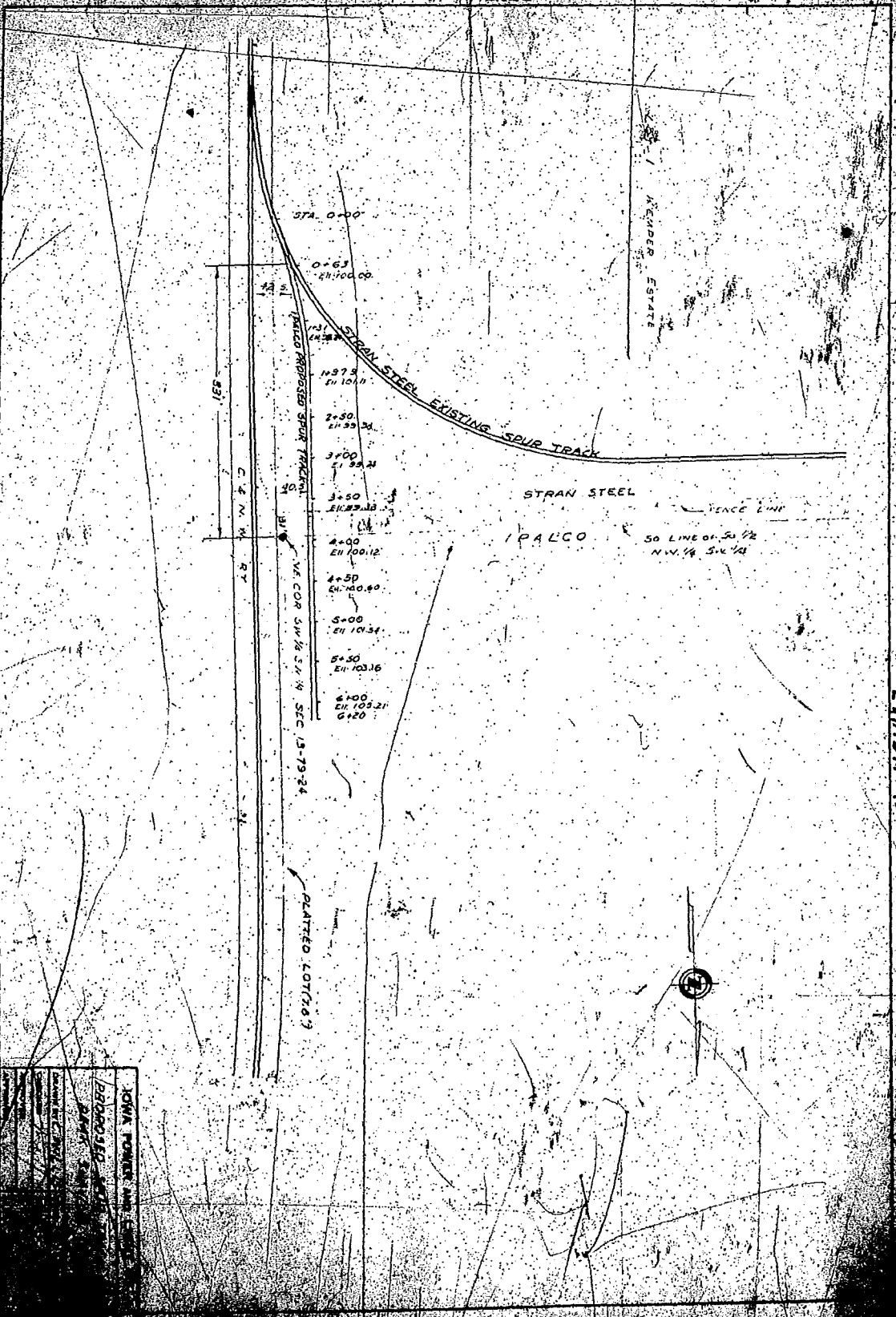
C. P. Dellinger
Secretary

STATE OF Michigan }
COUNTY OF Wayne } ss.

On this 24th day of April, 1955, before me, a Notary Public in and for Wayne County, Michigan personally appeared J. C. Bonin and C. F. Dillwiche to me personally known, who being by me duly sworn did say that they are respectively the President and Secretary of said Stran Steel Products Company, and that the seal affixed to said instrument is the seal of said Stran Steel Products Company and that said instrument was signed and sealed in behalf of said Stran Steel Products Company by authority of its board of directors and said J. C. Bonin and C. F. Dillwiche acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Nadine H. Castignola
Notary Public in and for
Wayne County
State of Michigan
NADINE H. CASTIGNOLA
Notary Public, Wayne County, Michigan
My Commission Expires June 12, 1956

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PROPOSED
SPUR TRACK
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