

This Agreement made this 3rd day of December, 1957,  
by and between LENARD BINNS and MARGARET BINNS, husband and wife, parties  
of the first part, and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY,  
by E. E. Laing, its Real Estate Agent, party of the second part,

W I T N E S S E T H:

Whereas, said second party is constructing a new line of railroad  
from Earlham, Iowa to Winterset, Iowa, and in doing so it is necessary to  
acquire a right of way across first parties' property known as the South  
Half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Three (3), Township  
Seventy-six (76) North, Range Twenty-eight (28) West, Madison County, Iowa,  
and

Whereas, first parties have agreed to sell to second party three  
and ninety-five hundredths (3.95) acres for right-of-way and grant an  
easement on twenty-six hundredths (0.26) of an acre for outlet channel  
where said second party will put in a thirty-six by twenty-two (36" x 22")  
inch corrugated metal pipe arch and second party, through its Real Estate  
Agent has agreed to purchase said right-of-way.

Now, Therefore, the first parties have today executed Warranty  
Deed and easement to said above acreage, and said second party through its  
Real Estate Agent has given first parties a Chicago, Rock Island and Pacific  
Railroad Company's draft covering the consideration agreed upon for the  
same. The second party has agreed to do certain things for the first  
parties which are as follows:

1. The first parties have part of their land tiled and second  
party agrees that if it should cut any of the tile lines in its construction  
of its railroad, it will allow said tile lines to drain into said second

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STATE OF IOWA, ss. Inst. No. 1251 Filed for Record this 17 day of December 1990 at 9:00 AM  
MADISON COUNTY, Book 40 Page 3 Recording Fee \$10.00 Mary E. Walty, Recorder, By Shirley H. Henry  
Deputy

party's right-of-way ditches.

2. Second party will construct standard right-of-way fences on both sides of the land purchased, however, the woven wire to be thirty-two (32") inches instead of twenty-six (26") inches and will also furnish and install two (2) sixteen foot (16') gates one of which will be placed in each right-of-way fence at a point at or near Engineers Chaining Station 2571+50.

3. Second party agrees to construct a standard farm grade crossing and to furnish and install cattle guards for the same at or near Engineers Chaining Station 2571+50.

4. Second party agrees to slope the outlet channel banks on a gentle slope so the same can be seeded by first parties if they so desire.

This agreement executed the day and year first above written.

Leonard Brims  
First Party

Margaret Brims  
First Party

Robert J. Whitman  
Witness for First Parties

CHICAGO, ROCK ISLAND AND PACIFIC  
RAILROAD COMPANY

By E. C. Sving  
Real Estate Agent for Second  
Party

Robert J. Whitman  
Witness for Second Party