

MATT PARROT & SONS CO., WATERLOO, IOWA D56556

Fred C. Biesel and Mary L. Biesel,
husband and wife, joint owners

#1148

To
State of Iowa

Fee \$.70 ✓

Filed for record the 27 day of
March A.D. 1944 at 10:36 o'clock
A.M.

Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN by THESE PRESENTS: That Fred _ Biesel and Mary L. Biesel, husband and wife, joint owners. of Madison County, State of Iowa, in consideration of the sum of Two Hundred Sixty and 60/100 DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA, for road purposes and for use as a Public Highway, the following described premises situated in the County of Madison, State of Iowa, to-wit:

Beginning at the W. $\frac{1}{4}$ corner of Section 6, Township 77 North, Range 27 West, thence East 67.1 feet, thence South 0° 04' West 252.2 feet, thence South 7° 32' East 227.0 feet, thence South 7° 39 $\frac{1}{2}$ ' West 227.0 feet, thence South 0° 04' West 613.9 feet, thence West 65.6 feet, thence North 1316.1 feet along the West line of the S.W. $\frac{1}{4}$ of said Section 6 to the point of beginning and containing 1.06 acres more or less exclusive of the present established highway and lying wholly within the N.W. $\frac{1}{4}$ -S.W. $\frac{1}{4}$ of said Section 6.

NOTE: The bearing of the West line of the S.W. $\frac{1}{4}$ of Section 6, Township 77 North, Range 27 West is taken as due North.

ALSO: Beginning at the E. $\frac{1}{4}$ corner of Section 1, Township 77 North, Range 28 West, thence South 1344.1 feet along the East line of the S.E. $\frac{1}{4}$ of said Section 1, thence West 74.5 feet, thence North 4° 57' East 117.5 feet, thence North 0° 04' East 1185.0 feet, thence North 74° 14' West 62.3 feet, thence North 85.1 feet, thence East 123.0 feet to the point of beginning and containing 0.96 acres more or less exclusive of the present established highway and lying wholly within the N.E. $\frac{1}{4}$ -S.E. $\frac{1}{4}$ of said Section 1.

NOTE: The bearing of the East line of the S.E. $\frac{1}{4}$ of Section 1, Township 77 North, Range 28 West is taken as due North.

1. It is agreed between the parties that the grantor herein may continue in the possession and use of the right of way acquired herein until such time as grantee desires to utilize the same;

and grantor agrees to move his fence from the right of way acquired within 15 days of receipt of verbal notice from the Engineer so to do and without expense to the grantee and further specifically waives the 60 days notice otherwise required by statute. and we hereby covenant with the said State of Iowa that we are lawfully seized of said premises; that they are free from incumbrance; that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said Fred Biesel and Mary L. Biesel hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

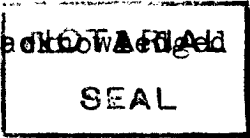
Signed this 23rd day of March A.D. Nineteen Hundred and Forty-Four.

Fred C. Biesel

Mary L. Biesel

STATE OF IOWA, ... County) ss.

On this 23rd day of March A.D. 1944, before me Paul J. White, a Notary Public in and for Madison County, State of Iowa personally appeared Fred C. Biesel and Mary L. Biesel to me known to be the persons named in and who executed the foregoing instrument, and ~~acknowledged~~ that they executed the same as their voluntary act and deed.



Paul J. White
Notary Public in and for said County. +