

HATT PARROTT & SONS CO., WATERLOO, IOWA D56556

James McNew and Lillian Louise
McNew, Husband and wife, Joint owners
To
State of Iowa

#1096
Fee \$.60 ✓

Filed for record the 23 day of March
A.D. 1944 at 10:53 o'clock A.M.
Pearl E. Shetterly, Recorder

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That James McNew and Lillian Louise McNew, husband and wife, Joint owners, of Madison County, State of Iowa, in consideration of the sum of One Hundred Thirteen and 00/100 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:

Commencing at the S.E. corner of the S.E.¼-N.E.¼ of Section 25, Township 77 North, Range 28 West, thence West 0.9 feet to the point of beginning which is the centerline of U.S. Highway #169; thence West 100.8 feet, thence North 23°24' West 213.8 feet, thence North 36°03' West 627.4 feet, thence North 0°18' West 185.9 feet to the centerline of U.S. Highway #169, thence South 32°51' East 783.1 feet, thence Southeasterly 266.2 feet along a 2292.0 foot radius curve concave Southwesterly and tangent at its beginning to the preceeding course to the point of beginning and containing 0.62 acres More or less exclusive of the present established highway and lying wholly within the S.E.¼-N.E.¼ of said Section 25.

NOTE: The bearing of the East line of the N.E.¼ of Section 25, 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.

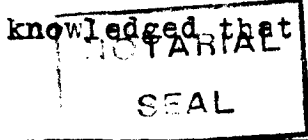
And we hereby covenant with the said STATE OF IOWA that we are lawfully seized of said premises; that they are free from incumbrance; that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said James McNew and Lillian Louise McNew hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 21st day of March A.D. 1944.

James McNew
Lillian Louise McNew

STATE OF IOWA, Madison County,)ss.

On this 21 day of March A.D. 1944, before me J. W. McKee a Notary Public in and for Madison County, State of Iowa personally appeared James McNew and Lillian Louise McNew 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.



J W McKee
Notary Public in and for said County. *