

L. R. Caudle and wife

#1745

Filed for record the 1 day of May
A.D. 1944 at 11:03 o'clock A.M.

To
State of Iowa

Fee \$.80 ✓

Pearl E. Shetterly, Recorder

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That L. R. Caudle and May Caudle, his wife of Madison County, State of Iowa, in consideration of the sum of Two Hundred Forty-two and 25/100 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 S.W. corner of Section 30, Township 77 North, Range 27 West, thence East 722.9 feet along the South line of the S.W. $\frac{1}{4}$ of said Section 30, thence North 14°30' West 1348.1 feet to the point of beginning; thence North 14°30' West 892.0 feet, thence Northwest-erly 477.9 feet along a 2292.0 foot radius curve concave Southwest-erly and tangent at beginning to the preceeding course, thence North 0°18' West 1.8 feet, thence North 89°42' East 164.2 feet, thence South 7°57 $\frac{1}{2}$ ' East 438.8 feet, thence South 22°32' East 357.8 feet, thence South 6°22' East 353.6 feet, thence South 53°11' East 229.9 feet, thence South 86°28 $\frac{1}{2}$ ' East 816.9 feet, thence South 4.9 feet, thence South 89°47' West 1010.6 feet to the point of beginning and containing 2.51 acres more or less exclusive of the present estab-lished highway and lying wholly within the N.W. $\frac{1}{4}$ -S.W. $\frac{1}{4}$ of said Section 30.

NOTE: The bearing of the South line of the S.W. $\frac{1}{4}$ of Section 30, Township 77 North, Range 27 West is taken as due East.

ALSO, beginning at the S.W. Corner of section 31, Township 77 North, Range 27 West, thence North 1241.5 feet along the West line of the S.W. $\frac{1}{4}$ of said Section 31 to the point of beginning; thence North 1095.9 feet along said Section line, thence East 26.0 feet, thence South 0°53 $\frac{1}{2}$ ' East 674.4 feet, thence South 0°48 $\frac{1}{2}$ ' East 421.6 feet, thence West 42.5 feet to the point of beginning and containing 0.17 acres more or less exclusive of the present established highway.

NOTE: The bearing of the West line of the S.W.¹ of Section 31, Township 77 North, Range 27 West, is taken as due North.

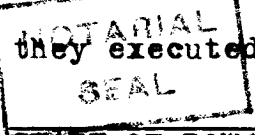
It is agreed between parties that the grantor herein may continue in the possession and use of the right of way acquired herein until such time as grantee desires to utilize the same; and grantor agrees to move his fence from the right of way acquired within 15 days of receipt of verbal notice from the 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 May Caudle hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 27th day of April A.D. 1944.

L. A. Caudle
May Caudle

STATE OF IOWA Madison County,)ss.

On this 27 day of April A.D. 1944, before me J. W. McKee a Notary Public in and for Madison County, State of Iowa personally appeared L. R. Caudle and May Caudle 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. x