

Ralph B. Hunter and
Fred R. Hunter et al
To
STATE OF IOWA

#3495
Fee \$.60 ✓

Filed for record the 10 day of November
A.D. 1944 at 10:11 o'clock A.M.

Pearl E. Shetterly, Recorder

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That Ralph B. Hunter and Nellie Hunter, his wife and Fred R. Hunter and Helen B. Hunter, his wife of Madison County, State of Iowa, in consideration of the sum of One hundred sixty one and no/100 (\$161.00) 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 W $\frac{1}{4}$ corner of Sec. 6, T77N, R28W of the 5th P.M. thence N 89°17 $\frac{1}{2}$ ' E 1177.8 feet along the south line of the NW $\frac{1}{4}$ Sec. 6, thence north 462.0 feet along the $\frac{1}{4}$ line of the NW $\frac{1}{4}$ Sec. 6 to the point of beginning: Thence continuing north 613.75 feet, thence east 67.3 feet, thence S 0°25'W, 613.8 feet, thence west 62.8 feet to the point of beginning and containing 0.45 acres, more or less, exclusive of present established highway.

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.

Notice is hereby given of the existence of a contract dated July 21, 1944 between the parties hereto for borrow dirt for which payment has been made and which is to be removed at a future date from a strip of land 50 feet wide east of highway centerline from Station 6+00 to Station 11+08. 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 Nellie Hunter and Helen B. Hunter hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 7 day of November A.D. 1944.

Ralph B. Hunter
Nellie Hunter
Fred R. Hunter
Helen B. Hunter

STATE OF IOWA, Madison County,)ss.

On this 7 day of November A.D. 1944, before me Leonard E. Welch a Notary Public in and for Madison County, State of Iowa personally appeared Ralph B. Hunter and Nellie Hunter, his wife and Fred R. Hunter and Helen B. Hunter, his wife 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.

Leonard E. Welch
Notary Public in and for said County.