

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS

THAT MUELLER FARM PARTNERSHIP, AN IOWA PARTNERSHIP

of MADISON County, State of IOWA in consideration of the sum of

Six Thousand Five Hundred Ninety Three and 23/100-----DOLLARS-----(\$ 6,593.23)

in hand paid by MADISON COUNTY, IOWA, do hereby sell and convey unto the said MADISON COUNTY, 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:

PARCEL 3

That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 3, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the southwest corner of the Northeast Quarter of said Section 3;
thence on an assumed bearing of North 00 degrees 17 minutes 46 seconds East along the westerly line of the Northeast Quarter of said Section 3 a distance of 639.83 feet;
thence North 90 degrees 00 minutes 00 seconds East 256.36 feet to the northwest corner of Lot 3 of Eastern Red Cedar Subdivision recorded in Book 2003, Page 2978A, Madison County Recorder's Office, Madison County, Iowa and the point of beginning;
thence North 35 degrees 12 minutes 45 seconds East along the southeasterly line of Parcel C recorded in Book 3, Page 9, Madison County Recorder's Office, Madison County, Iowa 173.60 feet;
thence South 84 degrees 37 minutes 02 seconds West along the northerly line of said Parcel C 43.46 feet to the existing right of way line of a Madison County Highway;
thence South 84 degrees 37 minutes 02 seconds West along said northerly line 74.12 feet;
thence South 84 degrees 37 minutes 02 seconds West along said northerly line 239.92 feet;
thence North 76 degrees 24 minutes 50 seconds East 280.75 feet;
thence North 38 degrees 04 minutes 29 seconds East 30.59 feet;
thence North 32 degrees 21 minutes 00 seconds East 100.12 feet;
thence North 14 degrees 47 minutes 25 seconds East 307.35 feet;
thence North 34 degrees 41 minutes 30 seconds East 191.31 feet;
thence North 52 degrees 14 minutes 17 seconds East 213.29 feet;
thence North 28 degrees 00 minutes 04 seconds East 299.25 feet;
thence North 27 degrees 12 minutes 30 seconds East 400.28 feet;
thence North 26 degrees 58 minutes 11 seconds East 300.17 feet;
thence North 30 degrees 28 minutes 27 seconds East 155.00 feet;
thence South 64 degrees 56 minutes 22 seconds East 30.38 feet;
thence South 64 degrees 56 minutes 22 seconds East 35.62 feet;
thence South 22 degrees 44 minutes 14 seconds West 354.60 feet;
thence South 20 degrees 46 minutes 17 seconds West 200.56 feet;
thence South 22 degrees 54 minutes 47 seconds West 400.28 feet;
thence South 23 degrees 44 minutes 28 seconds West 201.20 feet;
thence South 20 degrees 20 minutes 05 seconds West 206.45 feet;
thence South 30 degrees 11 minutes 45 seconds West 205.56 feet;
thence South 46 degrees 05 minutes 12 seconds West 105.48 feet;
thence South 34 degrees 41 minutes 50 seconds West 303.11 feet;
thence South 32 degrees 21 minutes 00 seconds West 100.12 feet;
thence South 46 degrees 31 minutes 20 seconds West 97.14 feet to the northerly line of said Lot 3;
thence North 44 degrees 47 minutes 51 seconds West along said northerly line 38.56 feet to the existing right of way line of a Madison County Highway;
thence North 44 degrees 47 minutes 51 seconds West along said northerly line 33.48 feet to the northwest corner of said Lot 3 and the point beginning.

Said tract contains 8.16 acres including the present highway and is subject to encumbrances of record.

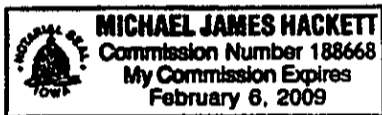
and we hereby covenant with the said MADISON COUNTY that we are lawfully seized of said premises; that they are free from encumbrance(s) _____, that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said _____, hereby relinquishes her right of dower in and to the premises hereinbefore conveyed.

Signed this 14 day of JUNE, A. D. 2006.

X Marvin Cox
Name: MUELLER FARM PARTNERSHIP, AN IOWA PARTNERSHIP

STATE OF IOWA, MADISON COUNTY, ss.

On this 14 day of JUNE, 2006, before me, the undersigned a Notary Public in and for said County and State personally appeared MARVIN COX of MUELLER FARM PARTNERSHIP, AN IOWA PARTNERSHIP, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Michael James Hackett
Name: _____
Notary Public in and for said County