FILED NO. 372
BOOK 110 PAGE 327

1974 MAR -5 PM 2:16

IND. ✓
REC. ✓
PAGE ✓

I.E. 9-(T) 2
Rev. 2-70
ROW # 34474

RECORDER
MADISON COUNTY, IOWA

Fee $50

$10.00

Received of NORTHWESTERN BELL TELEPHONE COMPANY Ten and No/100 Dollars ($10.00), in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right-of-way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, ~~[illegible]~~ splicing boxes, ~~[illegible]~~ markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in the East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to an easement to Iowa Power & Light Company, recorded in deed record 93, page 515

~~[illegible]~~ together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The North & West boundary of said one rod strip shall be a line parallel to and 5 Ft. North & West of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip.

The grantees agree to pay for damage to fences, tile and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of $2.00 (Two Dollars) per rod will be paid to the owner or owners as their interest shall appear before construction of the telephone system.

Signed and sealed this 25th day of February 1974, at St. Charles

Bruce G. Brownlee — Mary M. Brownlee

Bruce G. Brownlee — Mary M. Brownlee

Husband & Wife

State of Iowa)
) ss.
Madison County)

On this 25th day of February A.D., 1974, before me G. Stephen Walters, a Notary Public in and for said County personally appeared Bruce G. Brownlee and Mary M. Brownlee, husband and wife,

to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that t he y executed the same as their voluntary act and deed.

G. Stephen Walters
Notary Public in and for said County

To Centerville 35 Telephone Co.
Rec 11-9-541