

Deed Record, No. 94, Madison County, Iowa

Ruth I. Abele
To
Northwestern Bell
Telephone Company

#1520
Fee \$2.50

I.M.M.

Filed for record the 15 day of September
A.D. 1967 at 2:43 o'clock P. M.

Mary E. Welty, Recorder

\$5.00

EASEMENT

ROW # 28632 IE 9 4-19-65

Received of Northwestern Bell Telephone Company Five and no/100 Dollars, 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, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and 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

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 12-76-28 T76N of R28W County of
Madison and State of Iowa

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; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The boundary of said one rod strip shall be a line parallel to and - ft. - - 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 - sel, - 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 and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of \$320.00 per mile will be made to the owner or owners as their interests shall appear, if and when the rights herein granted are exercised.

Signed and sealed this 19th day of July 1967, at Lakewood, Calif.

Ruth I. Abele
Ruth I. Abele
formerly Ruth I. Hildebrand

STATE OF CALIFORNIA LOS ANGELES COUNTY) SS

On this 19th day of July, A.D., 1967, before me Robert L. Brigham a notary public in and for said County personally appeared Ruth I. Abele to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(NOTARIAL SEAL)

Robert L. Brigham Notary Public
in and for said County
ROBERT L. BRIGHAM
My commission Expires Aug. 26, 1967

DATE RECEIVED 7-19-67

PAID BY FIELD DRAFT NO. 102541

CORRECT A. M. Hardisty R/W

Supervisor

APPROVED - - -

AREA LOCATION NUMBER 34178

J.O. Est 1295

ACCOUNT OR CODE 45C

AMOUNT 5.00

COMPARED