

Deed Record, No. 94, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 54-3012

Clell H. Kilmer et al
To
Northwestern Bell
Telephone Company

#1528

Fee \$2.50

J.M.M.

EASEMENT

\$5.00

Filed for record the 15 day of September
A.D. 1967 at 2:51 o'clock P. M.

Mary E. Welty, Recorder

ROW #28643

IE 9

4-19-65

Received of Northwestern Bell Telephone Company Five & 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

The E. 15 acres of the N. 35 acres of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 25 which lies S. and W. of Highway #169. S. 5 acres of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 25 which lies S. and W. of Highway #169 Twp. 77, Range 28. T77N 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 8th day of August 1967, at Winterset, Iowa.

Clell H. Kilmer
Clell H. Kilmer
Lila L. Kilmer
Lila L. Kilmer

STATE OF IOWA MADISON COUNTY) SS

On this 8th day of August A.D., 1967, before me A. M. Hardisty, a notary Public in and for said County personally appeared Clell H. Kilmer Lila L. Kilmer 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.

(NOTARIAL SEAL)

A. M. Hardisty Notary Public
in and for said County.
A. M. Hardisty

DATE RECEIVED 8-8-67 PAID BY FIELD DRAFT NO. 109765 CORRECT A. M. Hardisty R/W Supervisor APPROVED - - - AREA LOCATION NUMBER 34178 J.O. EST. 1295 ACCOUNT OR CODE 45C AMOUNT 5.00 COMPARED