

Deed Record, No. 91, Madison County, Iowa

W. C. Fogler & wife	#2936	Filed for record the 8 day of October
To		A. D. 1962 at 2:36 o'clock P. M.
Northwestern Bell	Fee \$2.50	Mary E. Welty, Recorder
Telephone Company	<u>Easement</u> ✓F.L	Shirley G. Henry, Deputy
\$5.00		R.O.W. #24757

Received of the 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

W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 28 North of the hiway and the east 24' of east $\frac{1}{2}$ of the SE $\frac{1}{4}$ north of the hiway sec 29 Twp 76-N of R 26-W, County of Madison, and State of Iowa

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 54101

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 south boundary of said one rod strip shall be a line parallel to and 11 feet south 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 interest shall appear, if and when the rights herein granted are exercised.

Signed and sealed this 13th day of June, 1962, at Winterset, Ia.

Witness:
L. L. Quinn, Eng.

W. C. Fogler
Elma Fogler

STATE OF IOWA MADISON COUNTY) SS.

On this 13th day of June A.D., 1962, before me L. L. Quinn, a notary public in and for said County, personally appeared W. C. Folger and Elma Folger husband & 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.

NOTARIAL
SEAL

L. L. Quinn Notary Public
in and for said County.