

Deed Record, No. 91, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 54101

Anna & H. H. Claussen	#2943	Filed for record the 8 day of October
To		A. D. 1962 at 2:57 o'clock P. M.
Northwestern Bell	Fee \$2.50	Mary E. Welty, Recorder
Telephone Company		Shirley G. Henry, Deputy
\$5.00	<u>EASEMENT</u> ✓ FL	R.O.W. #24764

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

that part of the NE¼ north of hiway & W½ NW¼ and that part of the NE¼ of SW¼ Sec 26 all north of the hiway Twp-76-N of R-27-W 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 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 interests shall appear, if and when the rights herein granted are exercised.

Signed and sealed this 22nd day of June, 1962, at Winterset, Ia.

Witness:	Anna Claussen
L. L. Quinn, Eng.	H. H. Claussen

STATE OF IOWA MADISON COUNTY) SS.

On this 22nd day of June A.D. 1962, before me L. L. Quinn, a notary public in and for said County, personally appeared Anna Claussen and H. H. Claussen husband & wife to me known to be the persons named in and who executed the foregoing instrument, and acknow-

ledged that they executed the same as their voluntary act and deed.

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

