RIGHT OF WAY PERMIT

ROW #40524

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 870 Filed for Record this 19 day of Nov. 19 79 at 11:39 A.M.

Book 112 Page 749 Recording Fee 3.00 Mary E. Welty, Recorder, By _____ Deputy

$10.00

MW

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, and other appurtenances under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

S 1/2, SE 1/4, Section 28 Lying North of Hiway #92

T-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. The NORTH boundary of said one rod strip shall be a line parallel to and 5 Ft. North of the first cable laid. The first cable shall be placed within 10 Ft. of the South property line.

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 Two Dollars ($2.00) per rod will be paid to the owner or owners as their interest shall appear before construction of the telephone system. Northwestern Bell Telephone Company agrees to pay additional tiling cost if due to buried cable. It is understood and agreed that if the buried cable interferes with the future development of the above described real estate, said cable will be relocated to another location on grantor's land acceptable to both parties and the cost of moving the cable shall be borne by Northwestern Bell Telephone Company. Property owner or anyone performing work under owner's direction shall not be held responsible for accidental damage to the buried cable on this property.

Signed and sealed this 1st day of NOVEMBER, 1979, at DES MOINES.

E I SARGENT QUARRIES, INC

By: Richard E Sargent

CAROLE M. PHILLIPS NOTARIAL SEAL Iowa

STATE OF IOWA)
)ss.
POLK COUNTY)

On this 1st day of NOVEMBER A.D., 1979 before me a Notary Public in and for said County personally appeared RICHARD E. SARGENT

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

Carole M. Phillips
Notary Public in and for said County
CAROLE M PHILLIPS