

194419

EASEMENT

Received of the NORTHWESTERN BELL TELEPHONE COMPANY

Ninety Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and thier 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(s) or in which the undersigned have (has) any interest in

The Southeast Quarter of the Northwest (SE 1/4 NW 1/4), lying South and West of Railroad Right-of-Way, Section 36, Township 138 North, Range 30 West.



DEED TAX HEREON DUE

of _____, County of Cass, and State of Minnesota, 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 during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The westerly boundary of said one rod strip shall be a line parallel to and 8.25 feet west 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 her self (I) (yes), her heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 27 day of August, 1969

Witnesses:

O. O. Mitterdorf
O. O. Mitterdorf
Don D. Lundrigan
Don D. Lundrigan

Nellie Gardner
Nellie Gardner

STATE OF Minnesota)
) ss.
COUNTY OF Cass)

On this 17 day of August, A.D., 19 , before me, a Notary Public within
and for said County, personally appeared Nellie Gardner, a widow
to me known to be the person described in and who executed the foregoing instrument, and acknowledged
that she executed the same as her free act and deed.
My commission expires:

DON D. LUNDRIAN
Notary Public, Cass County, Minn.
My Commission Expires January 11, 1974.

STATE OF)
) ss.
COUNTY OF)

On this day of , A.D., 19 , before me, a within
and for said County, personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged
that executed the same as free act and deed.
My commission expires:

194419
OFFICE OF REGISTER OF DEEDS,
State of Minnesota, County of Cass,] ss.
I have carefully read the within instru-
ment and it is my duty to record on
the 15 day of Sept, A. D.
1969 at 9 o'clock A. M. and was
duly recorded in the of

Bulah Hendricks
m2 REGISTER OF DEEDS

CORPORATE OR
ASSOCIATION ACKNOWLEDGEMENT

On this day of , 19
before me appeared
to me personally known, who, being by me duly sworn, did say that he
the
of , a corporation,
that the seal affixed to the foregoing instrument is the corporate seal of said corporation;
(If no seal, so state, and strike out above as to corporate seal)
and that said instrument was executed in behalf of said corporation by authority of its Board
of and that said
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public County,
My Commission expires