

\$10.00

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, ~~conductors, manholes, junction boxes and splicing boxes, and surface~~ ~~terminals, repeaters, repeater houses 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 Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

~~XXX~~ ~~XXXXXXXXXX~~ ~~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; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The ~~XXXXXXXXXX~~ West boundary of said one rod strip shall be a line parallel to and 5 Ft. XXXXXXXX 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 ~~them~~ sel ves, their 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, tile and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of \$2.00 (Two Dollars) per rod will be paid to the owner or owners as their interest shall appear before construction of the telephone system. An additional provision is set out on the attached sheet.

Signed and sealed this 28th day of February 1974, at Truro

<u>Wayne G. Smith</u>	<u>Lois L. Smith</u>
<u>Wayne G. Smith</u>	<u>Lois L. Smith</u>
<u>Husband</u>	<u>Wife</u>

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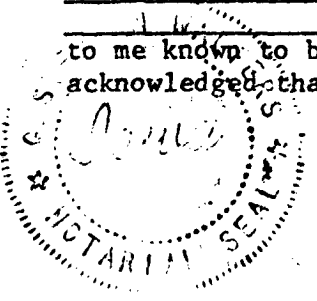
State of Iowa)
) ss.
Madison County)

Free
#450

RECORDED
MADISON COUNTY
G. Stephen Watters

On this 28th day of February A.D., 1974, before me a Notary Public in and for said County personally appeared Wayne G. Smith and Lois L. Smith, husband and wife,

to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that 7 he y executed the same as their voluntary act and deed.



G. Stephen Watters
Notary Public in and for said County

To Interstate 35 Telephone Co.
see deed Rec 119-541

R/W 34483

ADDITIONAL PROVISION

It is understood and agreed that if the buried cable interferes with the future development of the above described property, 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.