

I.E. 9-(T) 2
Rev. 2-70
ROW # 34490

\$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, cross-arms, cross-roads and~~ splicing boxes, ~~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 South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the South 23.38 Acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Three (3), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa~~

~~over~~ ~~XXXXXX~~ ~~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 West boundary of said one rod strip shall be a line parallel to and 5 Ft. 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 selves, 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 2nd day of March 1974, at St. Charles

Max J. Whitlow
Max J. Whitlow
Husband

Helen L. Whitlow
Helen L. Whitlow
Wife

State of Iowa)
) ss.
Madison County)

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1974 MAR -8 PM 4:58

On this 2nd day of March A.D., 1974, before me G. Stephen Walters, a Notary Public in and for said County personally appeared Max J. Whitlow and Helen L. Whitlow, husband and wife,

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

G. Stephen Walters
Notary Public in and for said County

For assignment of Right of Way
to Interstate 35 Telephone Co.
see deed per
119-541

R/W 34480

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.