

I.E. 9-(T) 2
Rev. 2-70
ROW # 34471

\$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, boxes and~~ splicing boxes, ~~and surface cables, 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 Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to an easement to Iowa Power & Light Company, recorded in Deed Record 93, page 517.~~ 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 Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to an easement to Iowa Power & Light Company, recorded in Deed Record 93, page 517.

~~of~~ ~~County of~~ ~~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 ~~themselves~~, 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. See the attached sheet for an additional provision

Signed and sealed this 15th day of March 1974, at Des Moines

✓ Esther Mason Cunningham
Esther Mason Cunningham,
a Widow

✓ Quentin O. Pyle

Quentin O. Pyle

✓ Sarah E. Pyle

Sarah E. Pyle

Husband & Wife 1974 MAR 21 PM 3:16

State of Iowa)
) ss.
Polk County)

MARYE WELTY Sec
#450

On this 15th day of March A.D., 1974, before me G. Stephen Walters a Notary Public in and for said County personally appeared Esther Mason Cunningham, a widow, and Quentin O. Pyle and Sarah E. Pyle, 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.

IND. ✓
REC. ✓
PAGE ✓

G. Stephen Walters
Notary Public in and for said County

For assignment of
Right of Way Permit to Interstate 35
see deed 119-541

R/W 34471

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 will be borne by Northwestern Bell Telephone Company.