

I.E. 9-(T-2)
Rev. 1-70

ROW # 31246

\$10.00

Received of NORTHWESTERN BELL TELEPHONE COMPANY TEN AND NO/100

Dollars, 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, 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 or in which the undersigned have any interest in TNE SOUTH ONE HALF S $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ SECTION 3 AND THE NORTHEAST $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 3 EXCEPT 3.72 ACRES IN THE NW CORNER.

N W $\frac{1}{4}$

TWP 4 N of R 28 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; to place surface markers beyond said strip; to install gates in any fences crossing 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 11 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 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.

Wayne McDonald

Wayne McDonald Husband
Viola McDonald Wife
Viola McDonald

FILED NO. 245

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1971 FEB 25 PM 1:30

STATE OF IOWA

) ss.

MADISON

COUNTY)

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

On this 26TH day of OCTOBER A.D., 1970, before me
a Notary Public in and for said County personally appeared WAYNE THE DONALD

L. E. QUINN

AND VIOLA THE DONALD

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

L. E. QUINN
Notary Public in and for said County

L. E. QUINN