

100-223

CORRECTING LEGAL DESCRIPTION INCORRECTLY SHOWN
ON EASEMENT RECORDED FEB. 25, 1971

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

ROW # 31221

\$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, re-
place 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 E 1/4 SW 1/4 Sec. 34, T75N, R28W and NW 1/4 NW 1/4
(including W 1/4 40 rod, N 12 rod of the NE 1/4 NW 1/4) except S 9 feet of E 77 1/2 rods in NW 1/4 NW 1/4
Section 3, T74N, R28W

Section 34 is in Lincoln Township, Madison County

Section 3 is in Monroe Township, Madison County

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; 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 com-
pany. 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 herself, her 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.

Bernice Macumber
Bernice Macumber

STATE OF IOWA)
) ss.
Madison COUNTY)

On this 24th day of August A.D., 1972, before me J. M. Scott
a Notary Public in and for said County personally appeared Bernice Macumber

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

COMPARED

FILED NO. 1233
BOOK 100 PAGE 414

1972 AUG 29 AM 10:39

MARY E. WELTY lpg
RECORDER
MADISON COUNTY, IOWA

See #250

IND. ✓
REC. ✓
PAGE ✓

Notary Public in and for said County

