

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

✓ Prepared By:
Paramount Designs, INC
215 N. MAIN ST
FREMONT, NE 68025
402-727-5400

RECORDING INFORMATION ABOVE

EASEMENT

The undersigned Grantor(s) for and in consideration of Two Hundred & 00/00 Dollars (\$200.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Qwest Corporation, a Delaware Corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5100, Denver, CO 80202, its successors, assigns, lessees, licensees, and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Madison, State of Iowa, which the Grantor owns or in which the Grantor has any interest, to wit: Parcel "B" in the SE ¼ of the SE ¼ of Section 1 and the NE ¼ of the NE ¼ of Section 12, T76N, R28W. The easement shall be a one rod wide strip extending from the R/W line of Hwy 169 thence Westerly to the existing one rod wide easement running North and South across said Parcel "B". The centerline of the easement shall be the existing cable. See Exhibit "A" hereto attached and by this reference made a part hereof.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land ten feet wide on the South side of, and a strip of land ten feet wide on the North side of said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

RW # 0030102IA

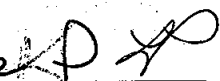
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Initial

EXHIBIT "A"

Parcel "B"
SE1/4 SE1/4 Sec 1 &
NE1/4 NE1/4 Sec 12
T76N R28W
Madison County, Iowa

Owners: Kent Payne
and
Leslie Payne

Existing Easement

Proposed Easement

Centerline of proposed
easement is the
existing cable.

Hwy 169

