

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Return to Preparer: Julian E. Carrillo & Cheryl Scaman, Paramount Designs, Inc., 215 N. Main Street, Fremont, NE 68025 1-402-727-5400

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantor

The undersigned Kimberly Rae Fuller and Mickey Joe Fuller ("Grantor") for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Madison, State of Iowa, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

A 20' x 20' parcel in the NE corner of Lot 1 Block 8, Original Town in the City of Bevington, Madison County, Iowa. More particularly shown and described on Exhibit "A" hereto attached and by this reference made a part hereof

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for 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 exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

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

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

^{1A}
R/W # 100504B601

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Private Easement
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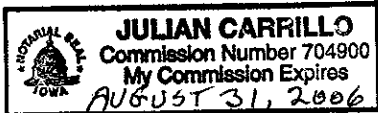
Kimberly R Fuller
GRANTOR: Kimberly Rae Fuller

Mickey Joe Fuller
GRANTOR: Mickey Joe Fuller

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 5TH day of OCTOBER, 2004, by Kimberly Rae Fuller and Mickey Joe Fuller, wife and husband.

[NOTARY SEAL]



Witness my hand and official seal:

Julian Carrillo
Notary Public

My commission expires: _____

R/W# 1A100504B601 Job # 42CC050
Exchange Winterset County Madison
¼ Section NE Section _____ Township _____ Range _____

QWEST COMMUNICATIONS EASEMENT SURVEY

LOT 1 - BLOCK 8, ORIGINAL TOWN
IN THE CITY OF BEVINGTON, IOWA

FOR
PARAMOUNT DESIGNS, INC.
215 NORTH MAIN STREET
FREMONT, NE 68025
JO. 42CC050

LEGAL DESCRIPTION

A PARCEL OF LAND LOT 1, BLOCK 8 ORIGINAL TOWN IN THE CITY OF BEVINGTON, MADISON COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE EAST 20.00 FEET OF THE NORTH 20.00 FEET OF SAID LOT 1.

CERTIFICATION

LAND SURVEYOR
IOWA

PATRICK J. SHEPARD
12265

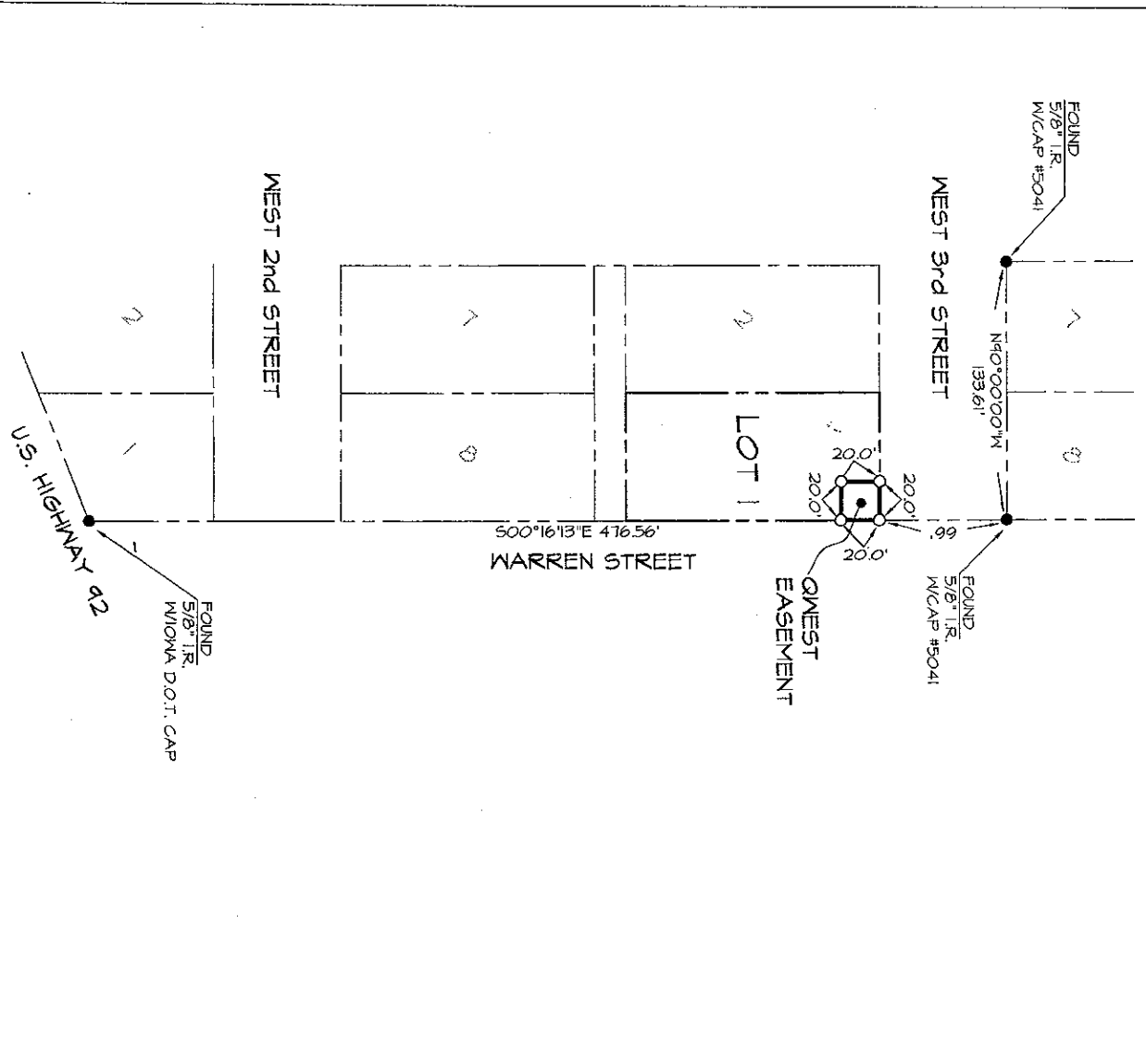
I HEREBY CERTIFY THAT THIS LAND SURVEYING WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR OF THE LAND OF THE STATE OF IOWA.

DATE: 10-18-04

PATRICK J. SHEPARD, IOWA LICENSE NO. 02265
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2009
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY.

LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER
- SET CORNER 5/8" I.R. W/ ORANGE CAP #12265
- IRON ROD
- GALVANIZED PIPE
- P.O.B. POINT OF BEGINNING
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- (M) MEASURED DISTANCE
- (D) DEEDED DISTANCE



CIBC
CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, UNIT 12 DES MOINES, IOWA 50322.4379
PHONE: 515.276.4884 FAX: 515.276.7084