

Robert Bankall
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FILED NO. 2917
BOOK 62 PAGE 303
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

RECORDING INFORMATION ABOVE

R/W # 98028021A

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of FIVE HUNDRED Dollars (\$ 500.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 2103 E. UNIVERSITY DR, IA, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas 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:

SEE EXHIBIT "A" ATTACHED HERETO 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 feet wide on the side of, and a strip of land feet wide on the 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 damage 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.


Initial

EXHIBIT "A"

EASEMENT DESCRIPTION:

The West Ten (10) Feet of the North 390.46 Feet of Lot 3 , and The North
Seven and one-half (7.5) Feet of the East 120 Feet of Lot 2 of Gold Buffet
Subdivision of the City of Winterset, Madison County, Iowa.

A handwritten signature in black ink, appearing to be 'CMB', is written over the text of the easement description.

LEGAL DESCRIPTION:

LOTS ONE (1), TWO (2), AND THREE (3) OF GOLD BUFFET SUBDIVISION
OF THE CITY OF WINTERSET, MADISON COUNTY, IOWA. RECORDED IN BOOK
58, PAGE 39, FILE NO.1655 IN MADISON COUNTY ON DECEMBER 30, 1992