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FILED NO. 975
BOOK 136 PAGE 774
96 OCT -8 AM 11:37

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

RECORDING INFORMATION ABOVE

✓
PREPARER: DONNA SMITH
US West Communications Inc.
Right of Way Department
2103 East University
Des Moines, Iowa 50317-5252
515-263-7234

R/W # 47369

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of ONE AND 1/100 Dollars (\$ 1.00/100) 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 AV. DES MOINES, IOWA 50317, 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.

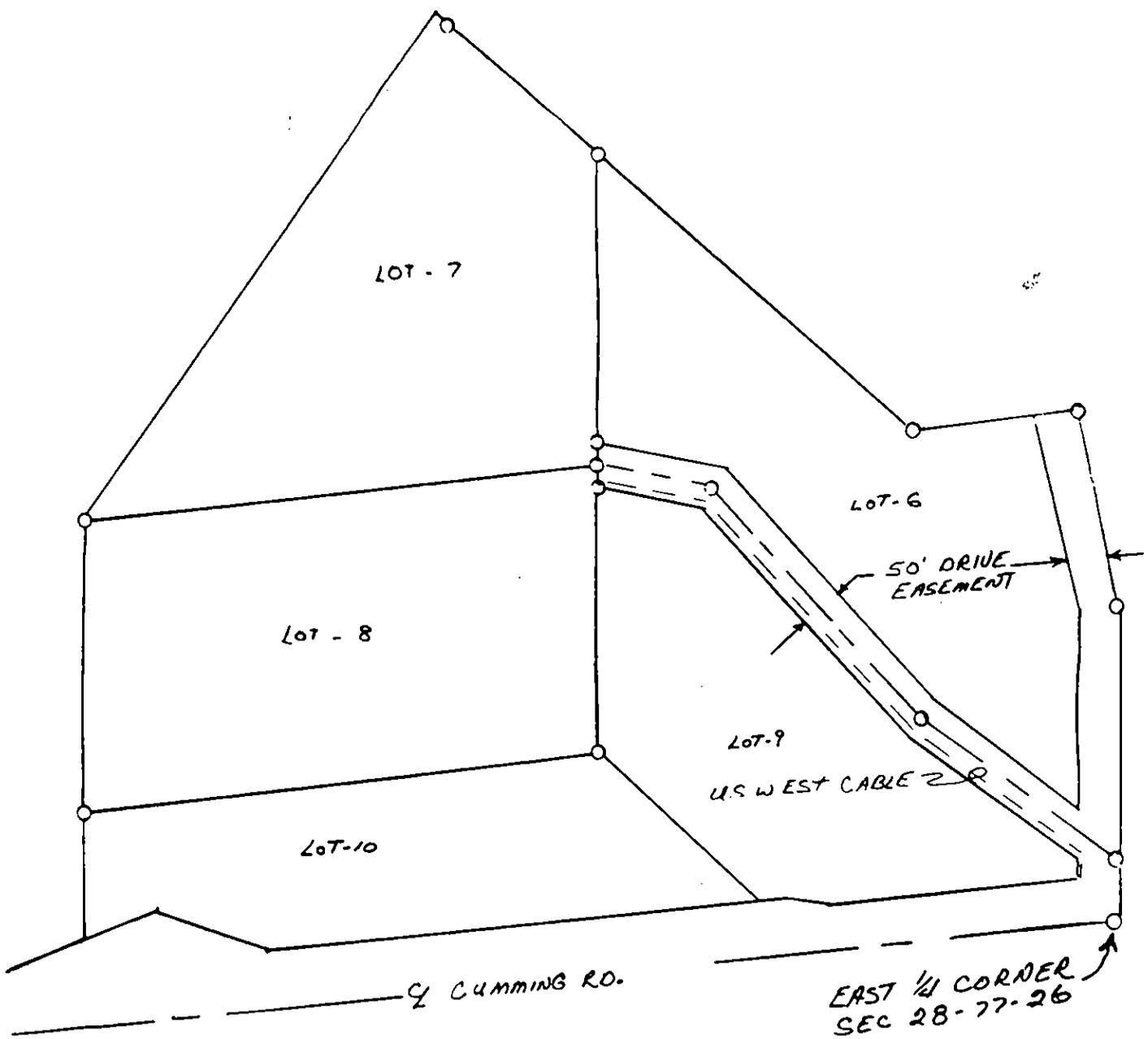
Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement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

EXHIBIT "A"

R/W 47369

Place buried telecommunication cable and associated terminals within the southwesterly one half of the 50' drive easement lying between Lot 9 and Lot 6 of Lake View Rural Estates, a subdivision of the NE 1/4 of Section 28, T-77-N, R-26-W of the 5th P.M., Madison County, Ia.



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 judgment 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 property is located.

Dated this SEPTEMBER day of 23, 1996.

[Signature]
Grantor
[Signature]
Grantor

RAYMOND RIDOUT
(Official name of company or Corporation)

BETTY RIDOUT
By _____
Its _____

Grantor

Grantor

[SEAL]

Attest _____
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF IOWA }
 MADISON } ss
COUNTY OF WARD }

STATE OF IOWA }
COUNTY OF _____ } ss

This instrument was acknowledged before me on SEPTEMBER 23, 1996 by G. L. WALKER

This instrument was acknowledged before me on _____, 19____, by _____

as _____
for _____



G. L. Walker
Notary Public in the State of Iowa
My commission expires: MARCH 24, 1999

[SEAL]

Notary Public in the State of Iowa
My commission expires: _____

R/W # 47369 Job # ROUTINE
Exchange NORWALK County MADISON
1/4 Section NE Section 28 Township 77-N Range 26-W