

FILED NO. **2023**
 BOOK **127** PAGE **155**
 90 APR 10 AM 9:32
 MARY E. WELTY
 RECORDER
 MADISON COUNTY, IOWA

FOR TELEPHONE CO. REFERENCE
 L- D & L- B5213-01
 Stk. Sht. No. 10 & _____
 Ease. No. _____ of _____

ASSIGNED 7-14-00
 DEED RECORD 149 PAGE 231
 SEE

Fee \$5.00 TELEPHONE BURIED PLANT RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more)

BOB AND VELMA VANSCOY

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, to hereby grant unto **CONTEL OF IOWA, INC.**, a corporation, (hereinafter called the Corporation), whose post office address is **1214 WEST JACKSON STREET, KNOXVILLE, IOWA 50138**, and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of **MADISON**, State of **IOWA**, and more particularly described as follows:

A tract of land approximately ±35 acres in area, located 2 miles in a N.W. direction from Town of **PERU**, and further described as being

NORTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT 4.69 ACRES IN NORTHEAST CORNER.
 all in Section 34, Township 75N, Range 27W, and to construct, reconstruct, operate and maintain a buried telephone plant within the **SOUTH 60 feet** from the center of the road on the above described land and/or in, upon or under all streets, roads or highways abutting said lands.

In consideration of such grant, the Corporation agrees that it will repair or pay for any damage which may be caused to crops, fences or to the property of the undersigned by the construction, maintenance or removal of said telephone plant. The Corporation specifically agrees to repair damage to tile drainage lines resulting from the installation of buried telephone plant regardless of when said damage becomes apparent. The Corporation agrees that no telephone plant will be placed above the surface of the ground, on said property in any area that will affect farming operations.

The undersigned, future owners and/or tenants will not be held responsible for accidental damage to said telephone plant which might occur during normal building construction, farming or soil improvement operations or excavation for the repair and maintenance of drainage tile lines. They agree that all telephone plant installed on the above described premises at the Corporation's expense, shall remain the property of the Corporation, removable at the option of the Corporation.

The undersigned covenant that they are the owners of the above described lands. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.



Signed the 12th day of March, 1990.

Bob Van Scoy
 BOB VANSCOY
Velma Van Scoy
 VELMA VANSCOY

State of Iowa) ss:
 County of Madison)

On this 12th day of MARCH, 1990, before me, a Notary Public in and for said County personally appeared BOB VANSCOY AND VELMA VANSCOY to me known to be the parties mentioned in the above grant and who executed the same, and they did acknowledge that they executed it as their own free act and deed, and as the free act and deed of each of them.

D W Archibold
 Notary Public, Madison County D W Archibold