

FILED NO. 595  
 BOOK 127 PAGE 359  
 90 SEP 11 AM 10:53  
 MARY E. WELTY  
 RECORDER  
 MADISON COUNTY, IOWA

Fee \$5.00

FOR TELEPHONE CO. REFERENCE

L- 2400 & \_\_\_\_\_  
 Stk. Sht. No. 18 & EA 19 + 20  
 Ease. No. B1208-01 of \_\_\_\_\_  
 J.O. No. \_\_\_\_\_

**Compared**

**TELEPHONE BURIED PLANT RIGHT-OF-WAY EASEMENT**

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

LOIS R. SMITH

(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 W. JACKSON, 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 40 acres in area, located 4 1/2 miles in a EAST direction from Town of MACKSBURG, and further described as being

SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4

all in Section 9, Township 74N, Range 28W, and to construct, reconstruct, operate and maintain a buried telephone plant within the N. 120 TO 250 feet from the center of the road N,E,S,W

starting at the east property line going west the first 450 feet 120 feet from the center of the road "G61". The next 500 feet 250 feet from the center of the road, then returning to 120 feet from the center line of the road for 710 feet then south off of said property 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 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 acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 13<sup>th</sup> day of August, 19 90.

Lois R. Smith  
 LOIS R. SMITH

State of IOWA )ss.  
 County of MADISON )

On this 13<sup>th</sup> day of August, 19 90, before me, a Notary Public in and for said County personally appeared LOIS R. SMITH 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.

Leonard M. Flander  
 Notary Public, MADISON County  
 LEONARD M. FLANDER

ASSIGNED 7-14-00 SEE  
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