

FILED NO. 596  
 BOOK 127 PAGE 360  
 90 SEP 11 AM 10:52  
 MARY E. WELTY  
 RECORDER  
 MADISON COUNTY, IOWA

Fee \$5.00

FOR TELEPHONE CO. REFERENCE  
 L- B 200 & \_\_\_\_\_  
 Stk. Sht. No. 7 & \_\_\_\_\_  
 Ease. No. 2 of 3  
 J.O. No. B1207-01 *EA*

ASSIGNED 7-14-90  
 FILED RECORD 149 PAGE 231

TELEPHONE BURIED PLANT RIGHT-OF-WAY EASEMENT

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

JIMMIE D. SMITH AND NANCY J. 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, IA 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 2 1/2 miles in a EAST direction from Town of MACKSBURG, and further described as being

NE 1/4 OF THE NW 1/4

all in Section 13, Township 74N, Range 29W, and to construct, reconstruct, operate and maintain a buried telephone plant within the NORTH 100 feet from the center of the road on the N, E, S, W 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 acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 16 day of Aug, 19 90.

*Jimmie D. Smith*  
 JIMMIE D. SMITH  
*Nancy J. Smith*  
 NANCY J. SMITH

State of Illinois ) ss.  
 County of DuPage )

On this 16th day of August, 19 90, before me, a Notary Public in and for said County personally appeared Jimmie D. Smith and Nancy J. 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.

Rebecca Ann Westerhold  
 Notary Public, State of Illinois  
 DuPage County, Illinois  
 My Commission Expires Jan. 6, 1992

*Rebecca Ann Westerhold*  
 Notary Public, DuPage County  
 Rebecca Ann Westerhold