John Kirk

I.E. 9(T) 2
Rev. '77
ROW # 38456

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 2740 Filed for Record this 15 day of June 19 78 at 2:00 PM
Book 112 Page 417 Recording Fee $2.50 Mary E. Welty, Recorder, By Shirley D. Henry Deputy

Received of NORTHWESTERN BELL TELEPHONE COMPANY Ten and No/100 Dollars ($10.00), in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right-of-way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Sw¼ Section 28
Place a buried cable around a road culvert within 10 ft of the Road Right of way line along the north side of property for a distance of approximately 150 ft. Center line of culvert is approximately 2075 ft east of the nw corner of the sw¼ Section 28
T74N of R27W County of Madison and State of Iowa together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted: to place surface markers beyond said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The ——— boundary of said one rod strip shall be a line parallel to and ——— ft. ——— of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for THEMSELVES, THEIR heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip.

The grantees agree to pay for damage to fences, tile and growing crops arising from the construction and maintenance of the aforesaid systems. An additional payment computed at the rate of Two Dollars ($2.00) per rod will be paid to the owner or owners as their interest shall appear before construction of the telephone system.

Signed and sealed this 23rd day of May, 1978, at Winterset.

x John Kirk
JOHN R. KIRK - CONTRACT SELLER

x Wilma Kirk
WILMA KIRK

x T. J. Hamilton
T. J. HAMILTON - CONTRACT BUYER

State of Iowa)
) ss.
Madison County)

On this 23rd day of May A.D., 1978, before me a Notary Public in and for said County personally appeared JOHN R. & WILMA KIRK AND T. J. HAMILTON

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that They executed the same as THEIR voluntary act and deed.

B B Conway
Notary Public in and for said County
B. B. Conway