$10.00

IND ✓
REC ✓
PAC ✓

Commerce

I.E. 9(T) 2 (CORP.)
Rev. '77
ROW # 40530

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1144 Filed for Record this 2 day of January 1980 at 4:35 P.M.
Book 112 Page 767 Recording Fee 3.00 Mary E. Welty, Recorder, By Shirley G. 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 A tract of land in the SE 1/4, NW 1/4 of Sec. 29 containing 1.224 Acres more or less as recorded in Book 109, Page 34. Plac buried cable in a strip of land one rod in width lying adjacent to the E Right of Way line of the County Road. T-76-N of R-26-W 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 WEST boundary of said one rod strip shall be a line parallel to and 5 ft. WEST 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 sel, heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. Telephone Co. agrees to bore under Driveway-DRIVEWAY SURFACE NOT TO BE CUT OR PENETRATED.

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.

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 12th day of December, 1979.

IOWA POWER AND LIGHT COMPANY

By _____
Vice President Title

By _____
ASSISTANT SECRETARY Title

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 12th day of December, A.D. 1979, before me, the undersigned, Notary Public in and for said County, in said State, personally appeared E. L. Birdsall and Keith D. Hartje, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary respectively, of said corporation; that (no seal has been procured by the said) corporation; that (the seal affixed thereto is the seal of said) said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said E. L. Birdsall and Keith D. Hartje, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
SEPTEMBER 30, 1982

_____, Notary Public in and for said County.