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1976 APR 15 AM 11:53

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Compared

FOR TELEPHONE CO. REFERENCE

L- 1B & L- _____

Stk. Sht. No. _____ & _____

Ease. No. _____ of _____

TELEPHONE BURIED PLANT RIGHT-OF-WAY EASEMENT

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

Vivian ~~and~~ Esther Nuzum (deceased)

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, to hereby grant unto Continental Telephone of Iowa, a corporation, (hereinafter called the Corporation), whose post office address is Chariton, Iowa, 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 80 acres in area, located 5 miles in a _____

northeasterly direction from Town of Peru, and further described as being SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$

all in Section 29, Township 75N, Range 26W, and to construct, reconstruct, operate

and maintain a buried telephone plant ~~within the~~ THROUGH ~~foot from the corner~~
N, S, E or W

~~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 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. 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 this 5th day of April, 19 76.

Corleen A. Nuzum

State of Iowa ss:
County of MADISON

On this 5th day of April, 19 76, before me, a Notary Public in and for said County personally appeared Vivian ~~Nuzum~~ and Esther Nuzum

_____, 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.

Leo C. Foster
Notary Public, Madison County.

IND. ☒
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