FILED NO. 638
BOOK 121 PAGE 43

1987 OCT 12 AM 9:57

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $130.00

IND. ✓
REC. ✓
PAGE ✓

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That CHICAGO PACIFIC CORPORATION, a Delaware corporation, (hereinafter referred to as "Grantor"), in consideration of the sum of TEN AND 00/000 ($10.00) DOLLARS and other good and valuable consideration in hand paid, does hereby grant unto US SPRINT COMMUNICATIONS COMPANY (hereinafter referred to as "Grantee"), 2330 Johnson Drive, Shawnee Mission, Kansas 66205, a nonexclusive perpetual easement for a fiber optic communication system, generally described as follows through Dallas County, Iowa (as more specifically delineated on the attached Prints "286" through "297" and Prints "304" through "307"), and through Madison County, Iowa (as more specifically delineated on the attached Prints "297" through "303").

A ten foot wide non-exclusive easement for a fiber optics transmission cable along the Heartland Rail Corporation right-of-way, the centerline of said easement generally described in an Easterly to Westerly fashion in Dallas County and Madison County, Iowa as follows:

Beginning at the intersection of the East line of Section 25 Township 78 North, Range 26 West of the Fifth Principal Meridian, said line also being the East line of Dallas County, with a line being 21 feet Northerly of and parallel to the main track centerline of said Heartland Rail Corporation; thence in a general Westerly direction along said easement centerline upon said Heartland Rail Corporation right-of-way through said Section 25 and Sections 26, 27, 28, 29 and 30 all Township 78 North, Range 26 West, all in Dallas County; thence continuing in a general Westerly direction through Sections 25, 26, 27, 22, 21, 20, 29 and 30 all Township 78 North, Range 27 West all in Dallas County; thence continuing in a general Westerly direction through Sections 25 and 36 all Township 78 North, Range 28 West, all in Dallas County, to a point on the South line of said Section 36, said line also being the South line of Dallas County.

Thence continuing in a general Westerly direction through Sections 1, 2, 3, 4, 5 and 6 all Township 77 North, Range 28 West, all in Madison County; thence continuing in a general Westerly direction through Sections 1, 2, 3 and 4 all Township 77 North, Range 29 West, all in Madison County, to a point on the North line of said Section 4, said line also being the North line of Madison County.

Thence continuing in a general Westerly direction through Sections 33, 32 and 31 all Township 78 North, Range 29 West, all in Dallas County to a piont on the West line of said Section 31, said line also being the West line of Dallas County, Iowa.

Grantee's use of the property (herein described "premises") is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. The fiber optic communication system shall include fiber optic cables, conduit, carrier pipe, poles, cables, fibers, repeaters, junctions, terminals, power sources, power supply access and attendant buildings, equipment, fixtures and appurtenances incidental to such use.

2. Grantee shall have access to the premises for the installation of the fiber optic cable and support devices, access to aerial or marine rights for fiber optic cable installation, and land for Grantee at locations approved by Grantor to construct equipment shelters, support structures and other facilities, as needed. Where applicable, the fiber optic cable shall be placed at a depth of not less than 5'6" below the base of the rails of the track or tracks where it passes under same and not less than 3' below the surface of the ground at any point on the premises except where rock makes placement at a depth of 3' impractical. At Grantee's option, the fiber optic cable may be attached to bridges or structures subject to Grantor's prior written consent which shall not be unreasonably withheld. The Easement is for the installation, inspection, maintenance, repair, reinstallation, replacement and use of fiber optic cables, support devices and buildings, and for reasonable access thereto. Any subsequent fiber optic communication system or cables which Grantee may install pursuant to its Easement Agreement with Grantor dated October 1, 1984, shall require the filing of additional Easement Grant(s), except for replacement cables or facilities required due to the failure or defect of a prior installed cable or facilities.

3. Should the construction, maintenance, operation or presence of said fiber optic communication system necessitate any change or alteration in the location or arrangement of any railroad facilities or appurtenances owned or possessed by Grantor, Grantor shall do or cause to be done any necessary changes or alterations necessary for railroad operating purposes only and Grantee agrees to pay to Grantor the cost of said changes or alterations, said cost to be mutually agreed to by the parties. Should it, for reasons of railroad safety or as a result of railroad operations, become necessary to repair or change the locations, elevation or method of construction of said fiber optic communication system or any part thereof, the Grantee shall do such work upon receipt of a written request to do so made upon it by the Grantor.

4. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, installing, replacing, repairing, inspecting, maintaining, reinstalling, and operating said fiber optic communication system, it being understood that Grantor may restrict the location of entry point or access on or over the premises.

5. Grantee shall have the right to mark the location of the fiber optic communication system by suitable markers set in the ground which shall not interfere with any reasonable use Grantor shall make of the premises.

6. Grantee shall pay the entire cost of constructing, installing, replacing, repairing, maintaining, reinstalling, and operating said fiber optic communication system. All of said work shall be done in a good and workmanlike manner and in accordance with the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted for approval to Grantor; and, except in emergencies, until such approval is first had, and such approval shall not be unreasonably withheld, said work upon Grantor's premises shall not be commenced by Grantee. Grantor reserves the right to have a representative present, but in no way waives any rights under this Easement Grant by failing to have said representative present.

7. Grantor shall have the right to retain existing tracks and other improvements at the location of the premises and also shall have the right at any and all times in the future to construct, maintain and operate over said premises such additional track, tracks and other railroad related improvements as it may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other railroad related improvements of the Grantor, or of such track, tracks and other railroad related improvements as Grantor may construct in the future upon the premises. Grantor reserves the right to fully enjoy and use said premises, including the exclusive right to grant future easements within the above described premises, except as may be inconsistent with or interfere with the rights and privileges herein granted to Grantee.

8. Grantee agrees that before and during the construction, installation, replacement, repair, maintenance, reinstallation, or operation of said fiber optic communication system, or at any other time, Grantor shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other railroad related improvements, and Grantee agrees to pay to Grantor the cost, to be mutually agreed to by the parties, of putting in and removing such temporary structures and of restoring the property of Grantor substantially to the same condition in which it was before the commencement of the work.

9. Grantee agrees that if, at any time, Grantor shall change for railroad operating purposes only the location or grade of Grantor's tracks at any point of crossing or at any point along a parallel course with said fiber optic communication system or shall desire to use the premises at said point or parallel course for any railroad operating purpose, Grantee, at its own expense, shall make all changes in the fiber optic communication system required by Grantor. If Grantee within a period of 30 days after receiving written notice from Grantor shall fail, neglect or refuse to respond and agree to make said changes, then Grantor may forthwith make such changes at Grantee's expense.

10. Grantee shall at all times construct, install, replace, repair, maintain, reinstall, and operate said fiber optic communication system in a secure and safe condition and in accordance with all applicable laws, ordinances, rules and regulations. If the manner of constructing, installing, replacing, repairing, maintaining, reinstalling, or operating said fiber optic communiction system shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Grantee shall at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the premises, make such changes or repairs as shall be necessary.

11. Grantee shall indemnify and save harmless Grantor, and its officers, employees, and agents, from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs and/or judgments arising in favor of any person or other legal entity (including Grantee or its employees, agents, invitees, contractors, tenants or licensees) which are caused by, or arise directly or indirectly from the construction, use and operation of said fiber optic communication system or the grant of this easement, unless caused by the negligence or willful acts of Grantor, its officers, employees or agents.

12. Notwithstanding anything to the contrary herein, the Grantor shall in no event incur liability to Grantee for the failure of or defect in Grantor's title or estate in the premises.

13. The grants, covenants and stipulations hereof shall extend to and be binding upon the respective successors and permitted assignees of the parties hereto as allowed in the October 1, 1984, Easement Agreement between the parties.

IN WITNESS WHEREOF, this instrument is executed by Grantor this 2nd day of July, 1987.

ATTEST: CHICAGO PACIFIC CORPORATION

Asst Secretary

By: E. J. Harrison

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

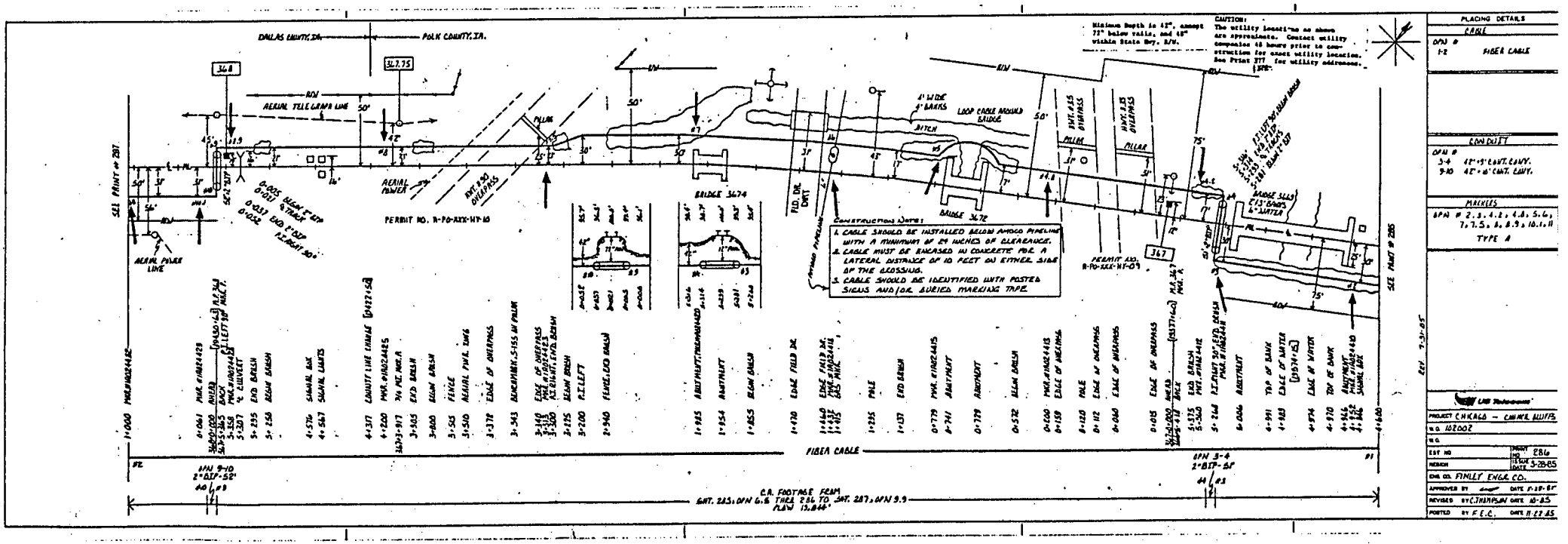
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that E. J. Harrison personally known to me to be the Executive Vice Pres. of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Howard E. Japlon personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Vice Pres. and Asst. Secretary they signed and delivered the said instrument as Executive Vice Pres. and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 2nd day of July, 1987.

Mary Nell Jackson
Notary Public

My commission expires: November 1, 1987

mj



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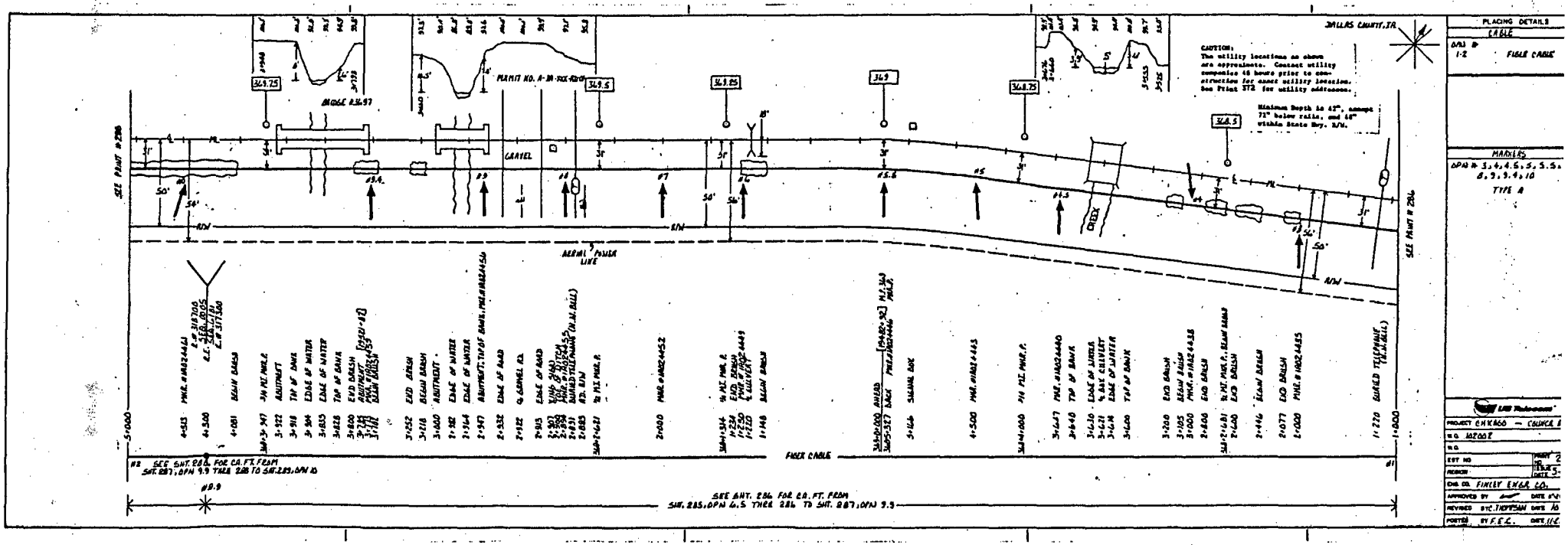

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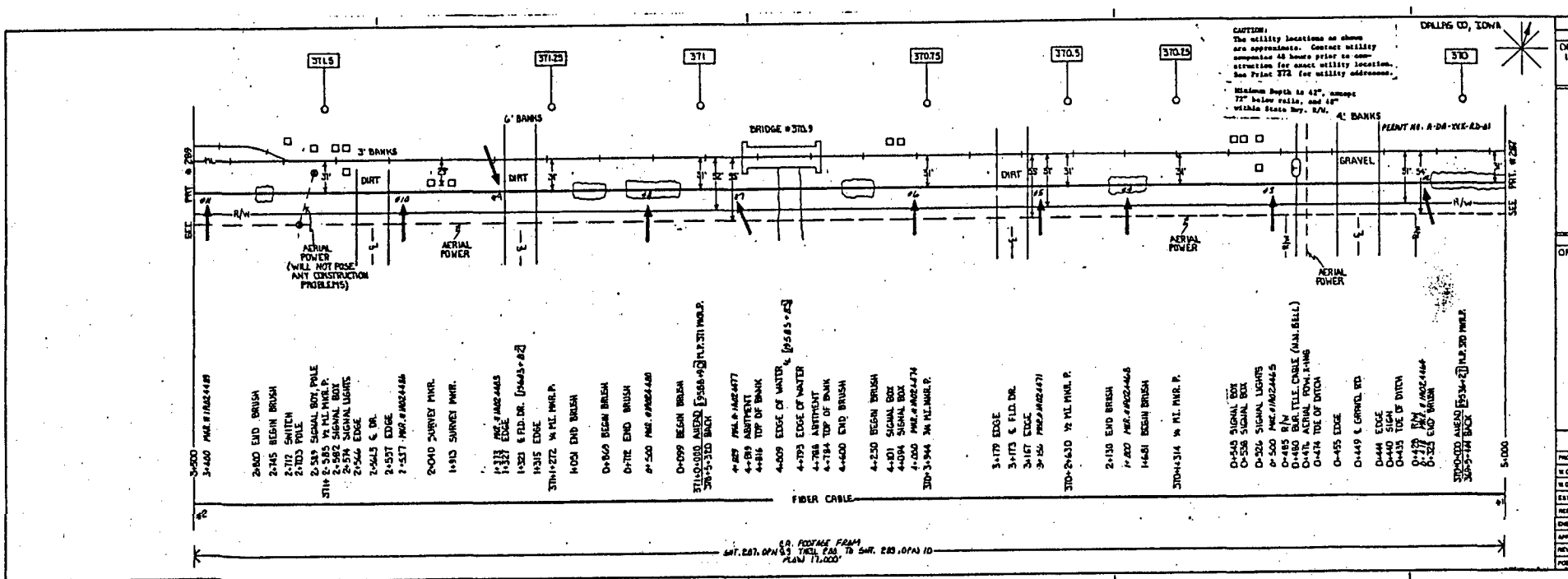

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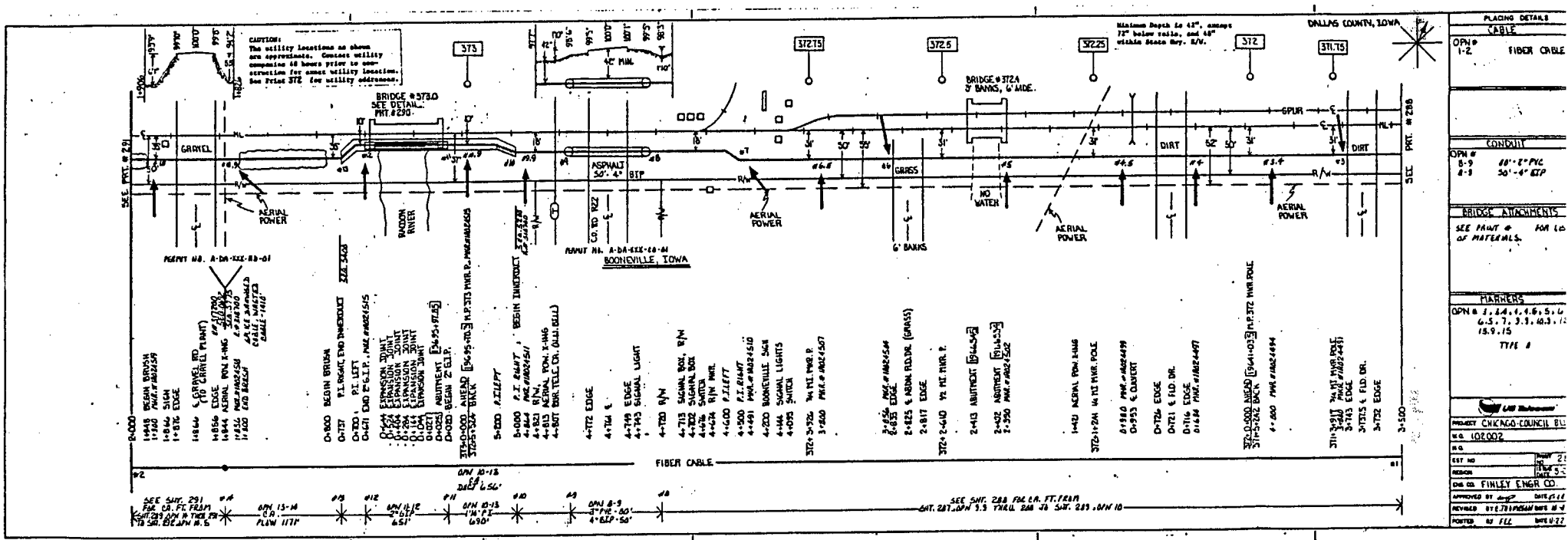

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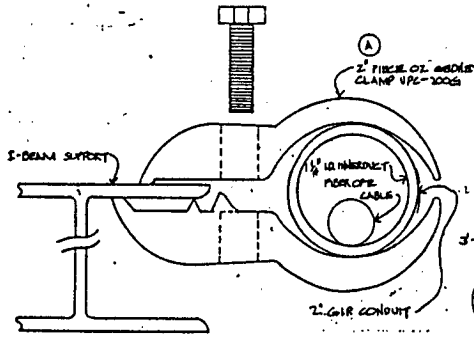
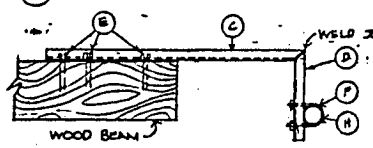
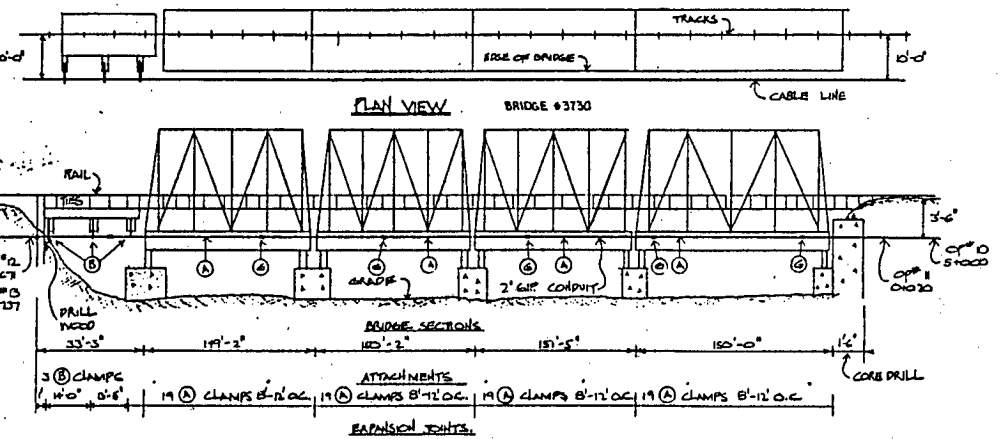


A TYPICAL TYPE 'A' BRIDGE CLAMP DETAIL



B ATTACHMENT ASSEMBLY CROSSSECTION



CONSTRUCTION NOTES:

1. BRIDGE IS SUBJECT TO HEAVY VIBRATION INSTALL NYLON LOCKNUTS ON ALL BOLTS SECURELY
2. COORDINATE CONSTRUCTION WITH CHICAGO NORTHWESTERN RAILROAD.
3. ALL FABRICATED PARTS SHALL BE MADE FROM NEW STRUCTURAL STEEL. ALL PARTS SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
4. STAGGER ALL JOINTS TO PROVIDE ADEQUATE SPACE BETWEEN CONDUITS AT CLAMPS.
5. CORE DRILL THROUGH RETAINING WALLS. PLACE CONDUITS + GROUT VOIDS AROUND CONDUITS WITH EPOXY GROUT.

LIST OF MATERIALS

ITEM	NO REQ'D	DESCRIPTION
A	76	2 PIECE OZ GEDNEY CLAMP UPC-200G ¾" STOVER SELF LOCKING NUT, (NYLON CORE)
B	3	ATTACHMENT ASSEMBLY
C	3	½"x1½"x3"x48" CHANNEL IRON
D	3	½"x1½"x3"x48" CHANNEL IRON
E	9	½"x6" LAG BOLT W/ FLAT WASHER + LOCK WASHER.
F	3	½"x4" U-BOLT
G	6	EXPANSION JOINT
H	651' 690'	2" GIP CONDUIT 1¼" INNERDUCT

PLACING DETAILS

LAD Robinson

PROJECT CHICAGO-COUNCIL BL
W.O. 102002
W.O.
EST NO
REGION
ENG CO. FINLEY ENGR. CO.
APPROVED BY DATE
REVISED BY C THOMPSON DATE 10
POSTED BY F.E.C. DATE 8-27

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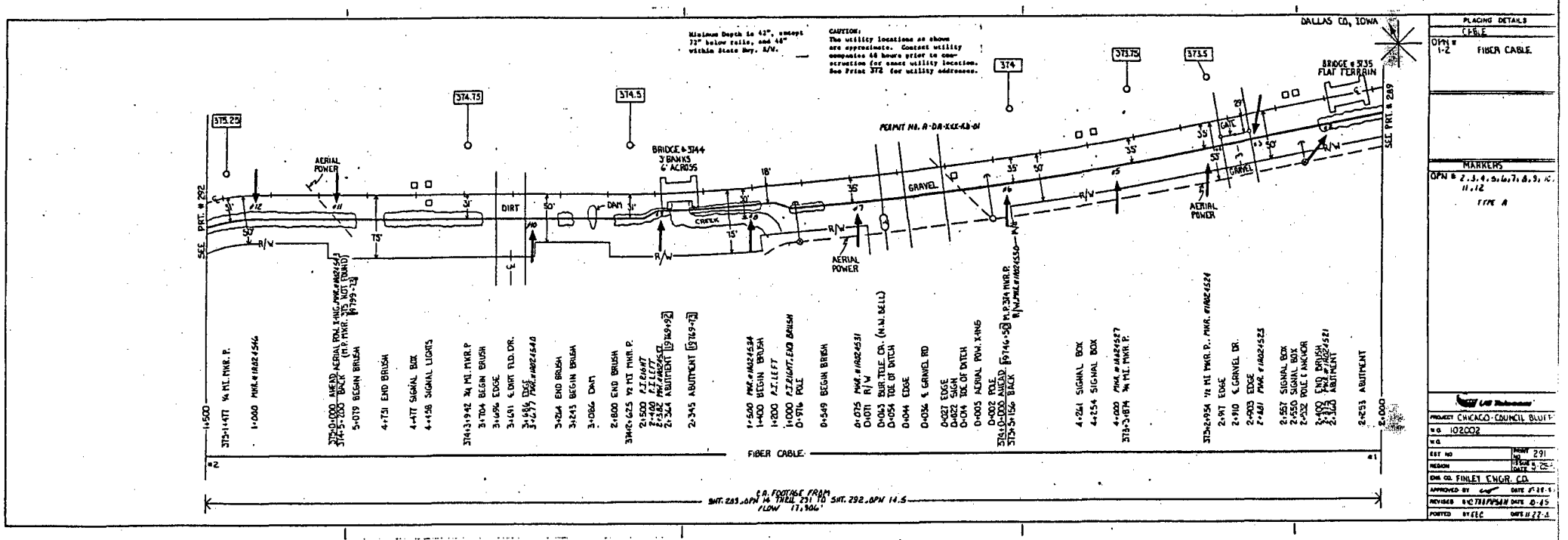

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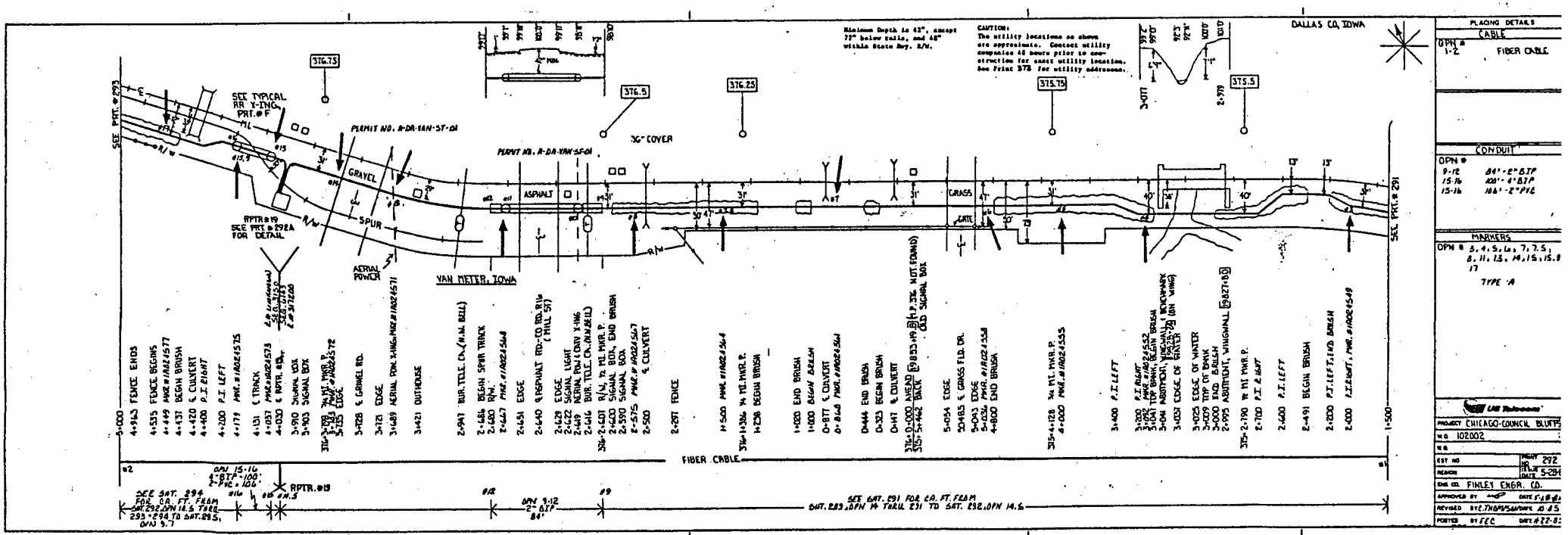

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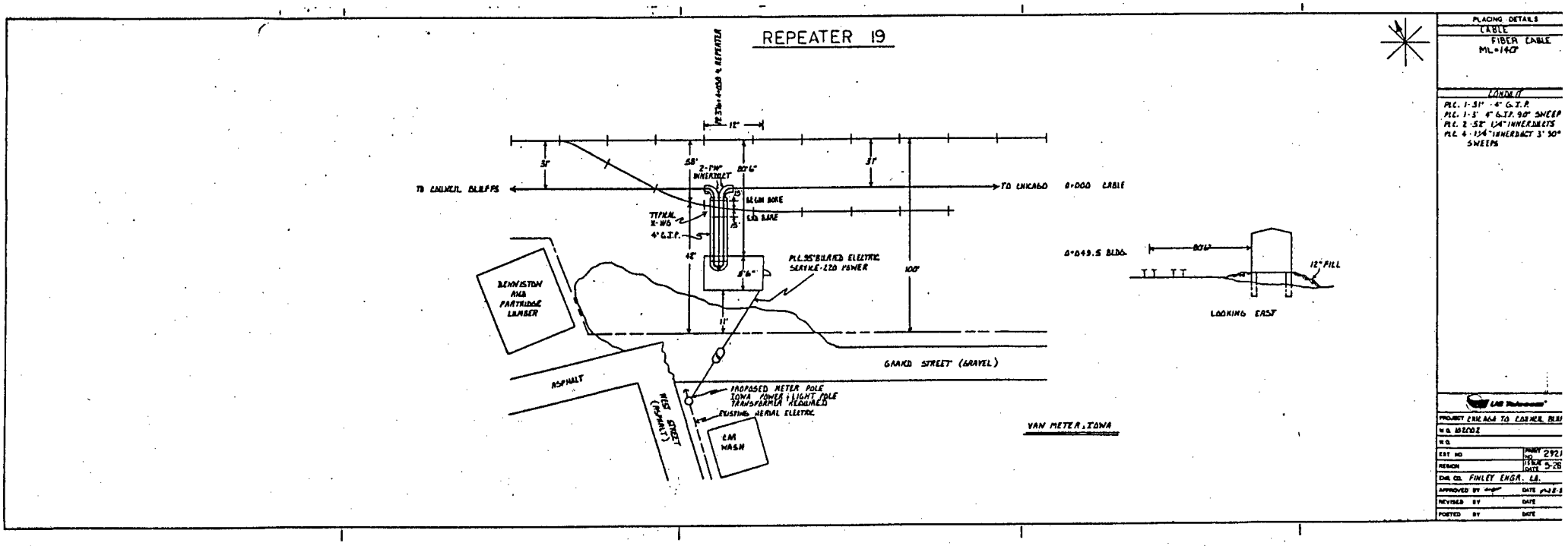

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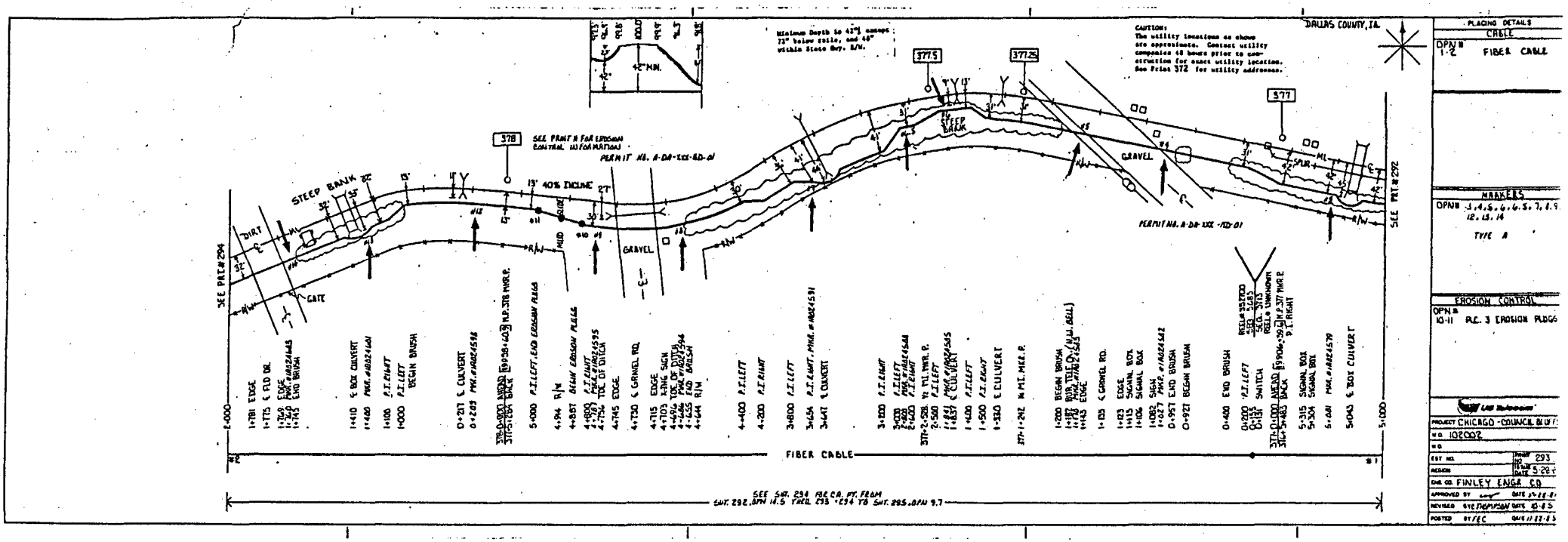

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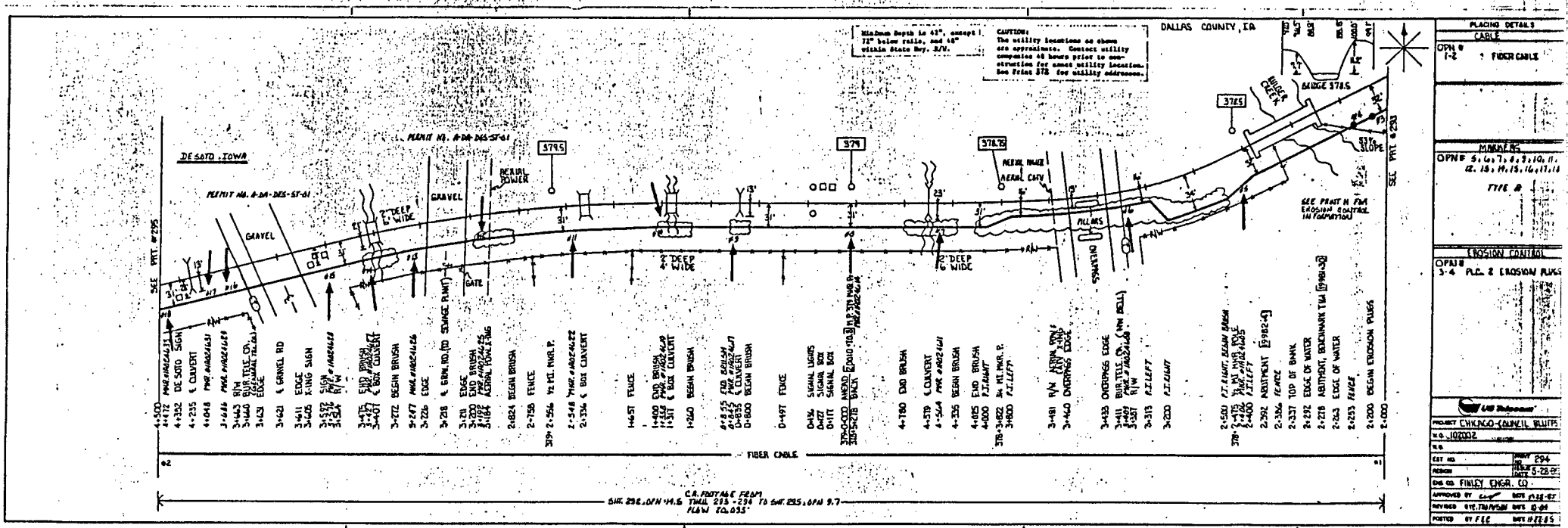

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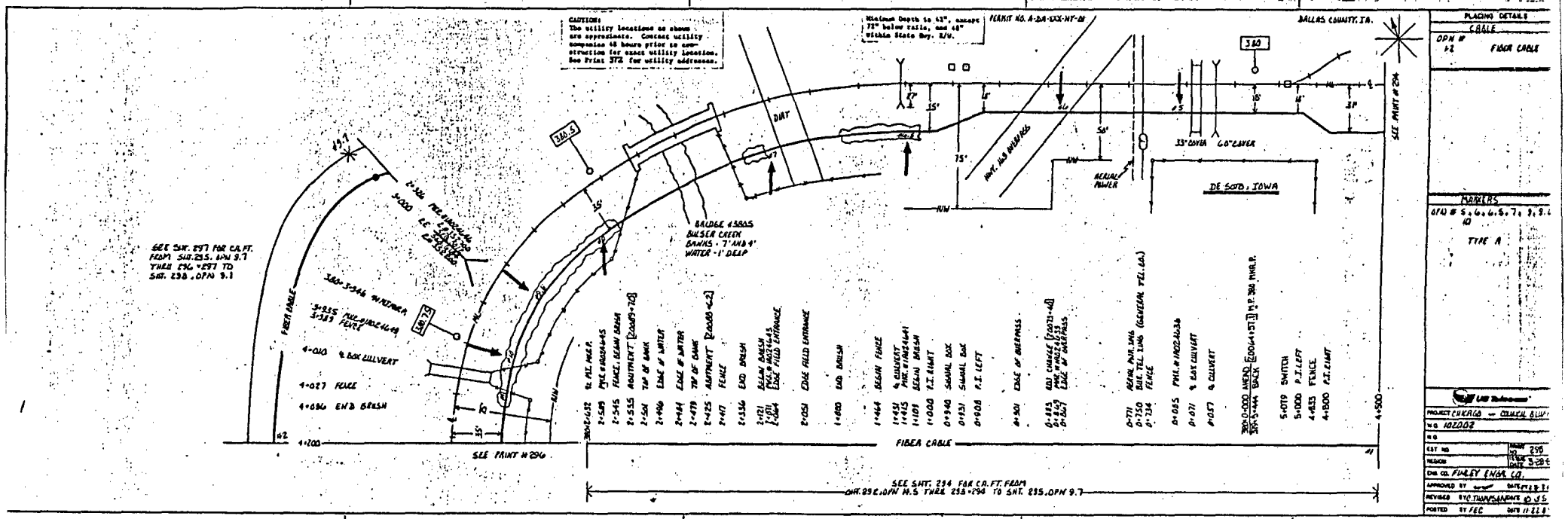

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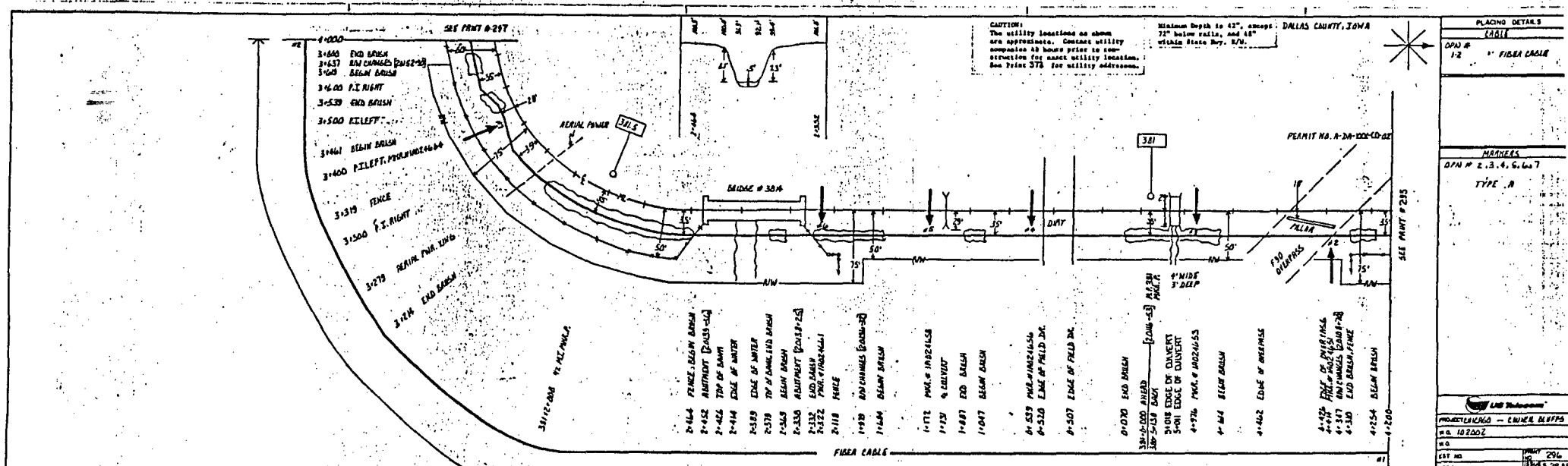

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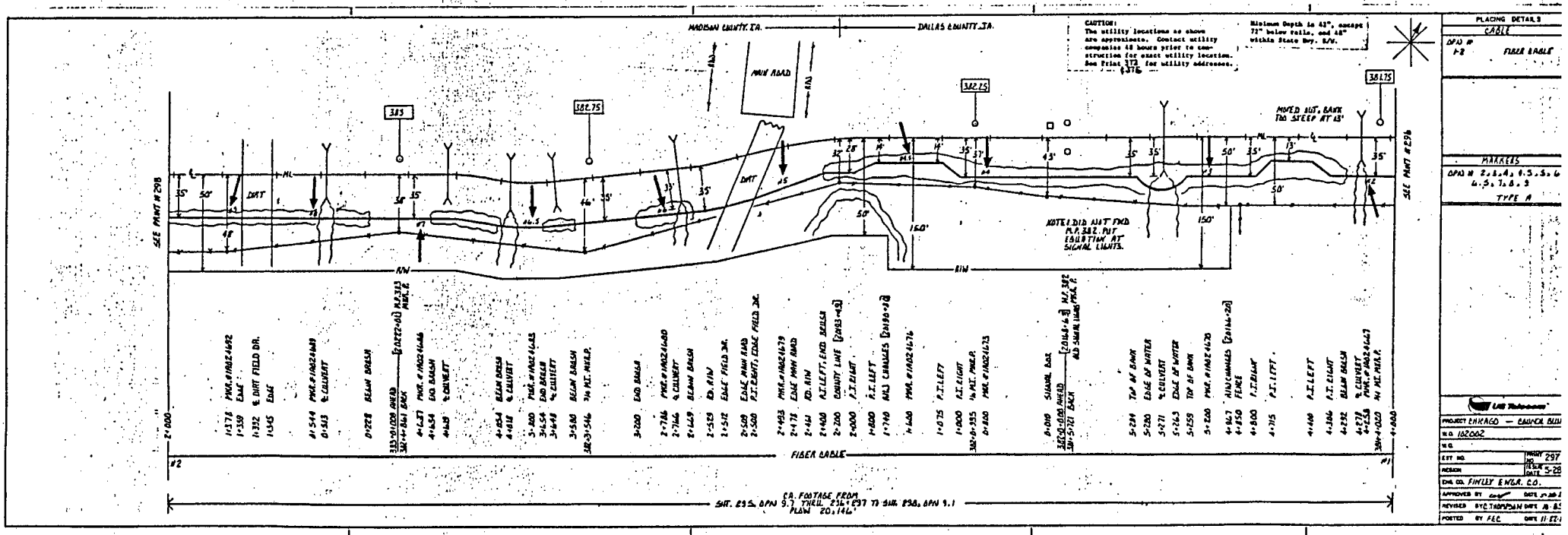

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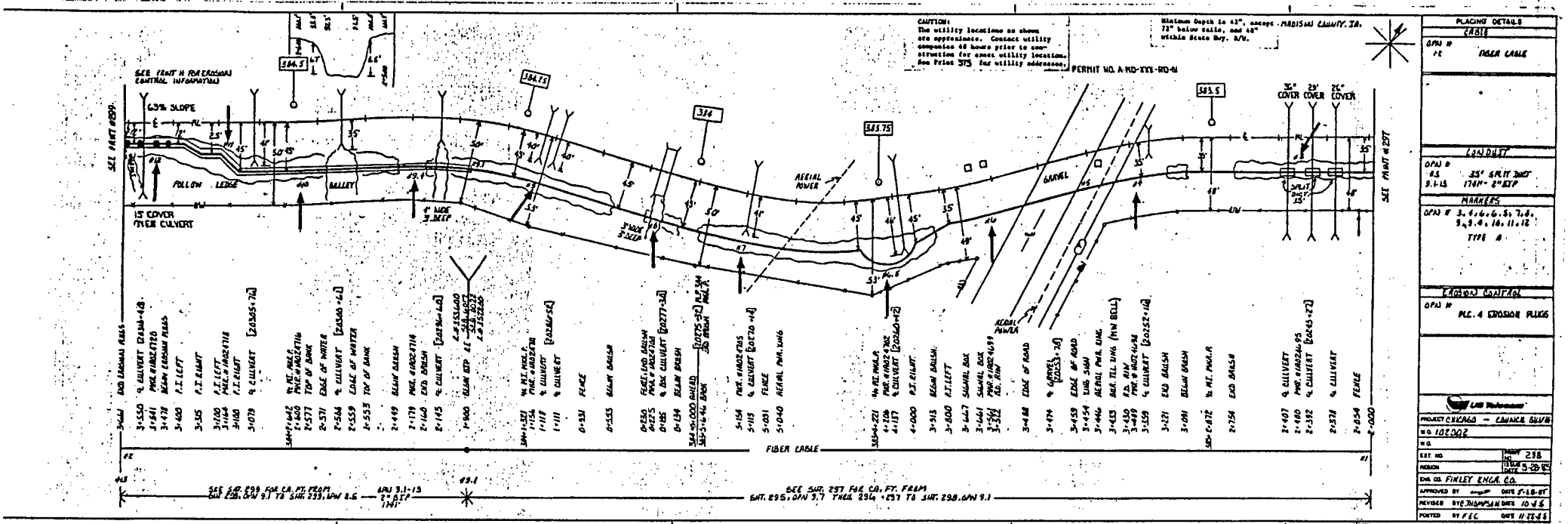

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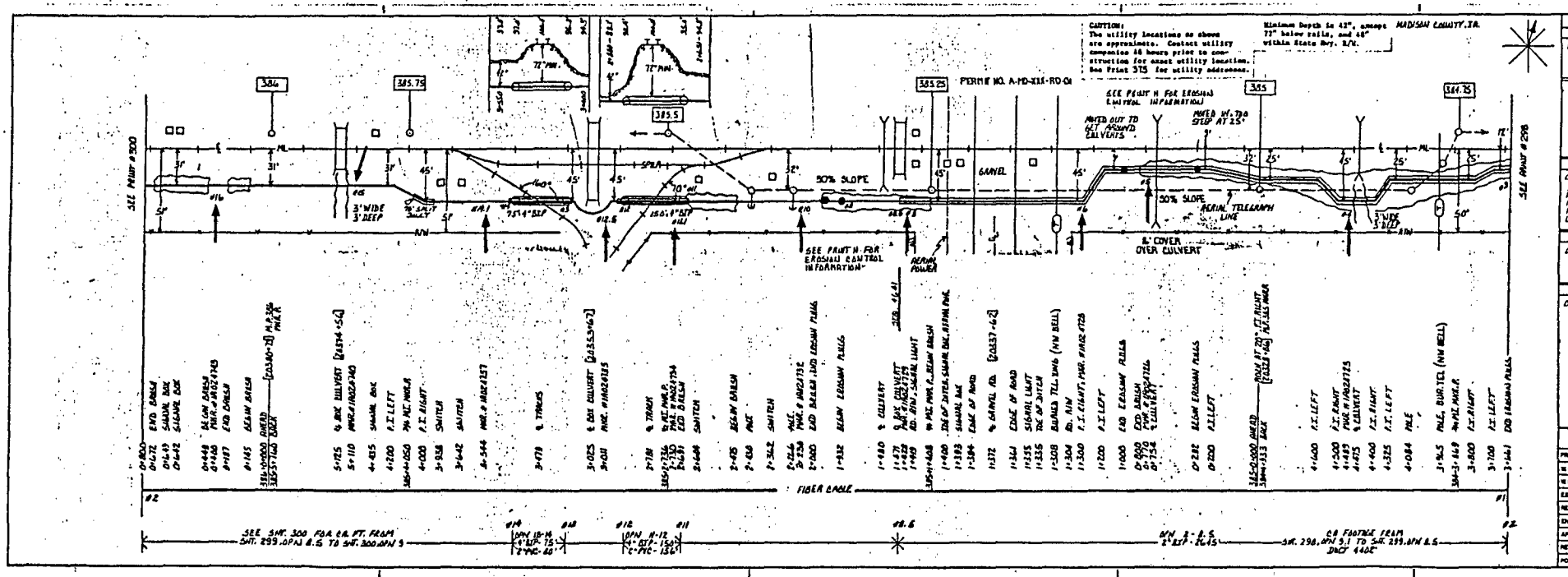

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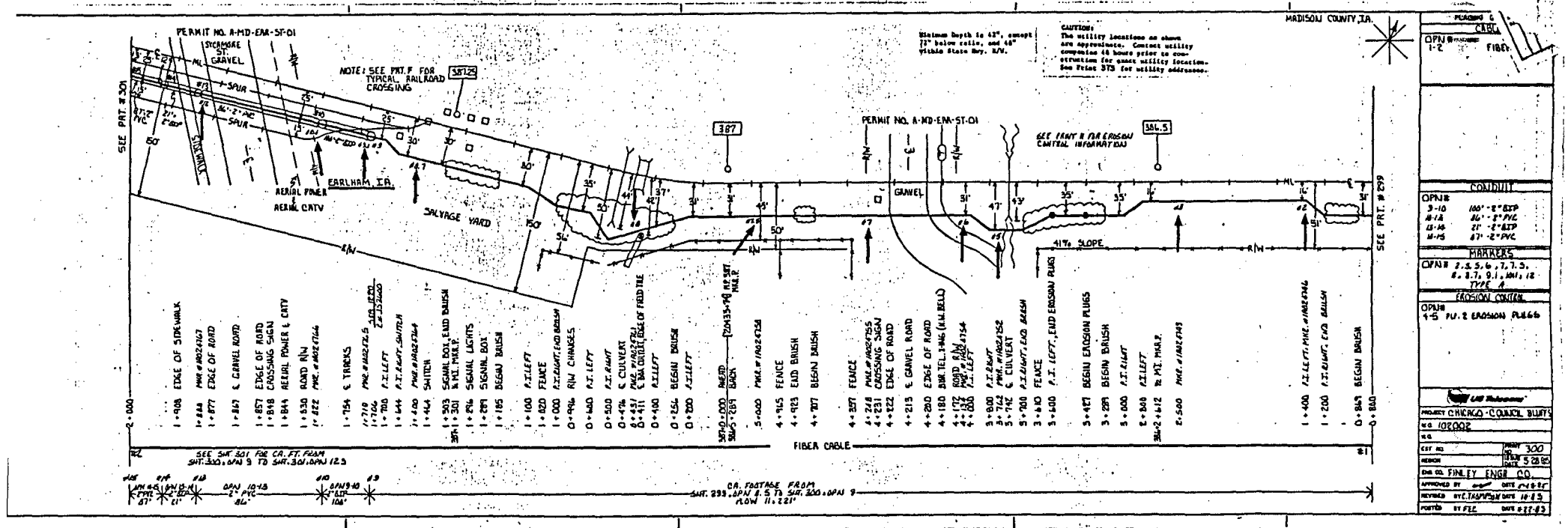

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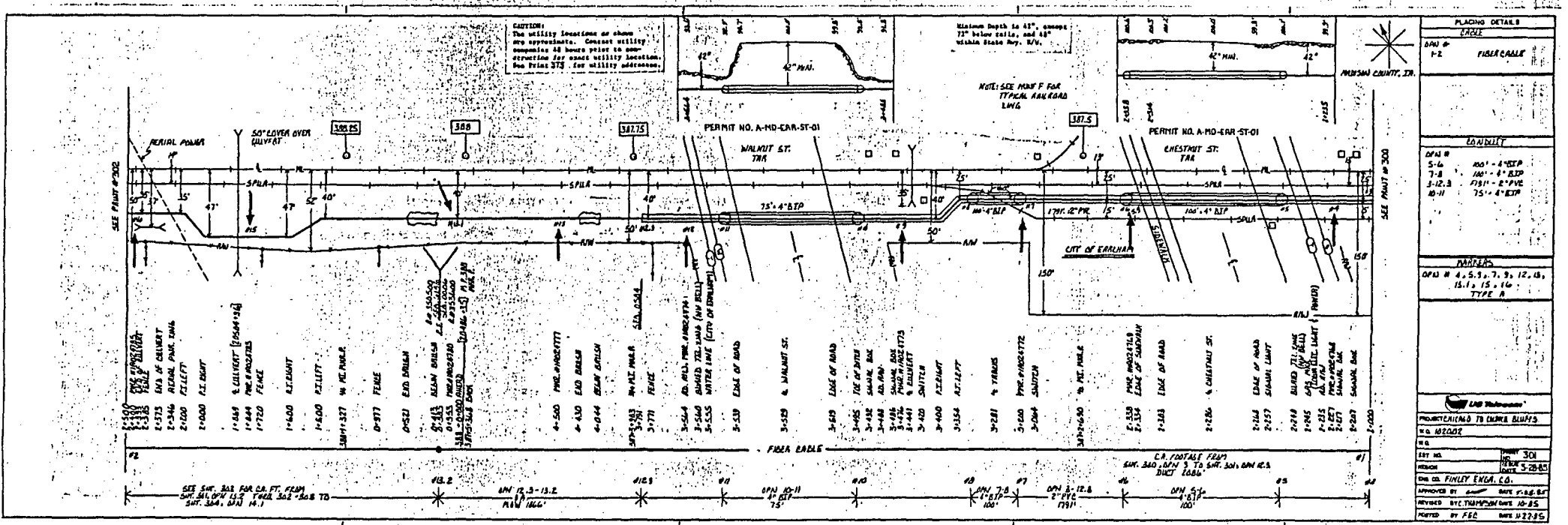

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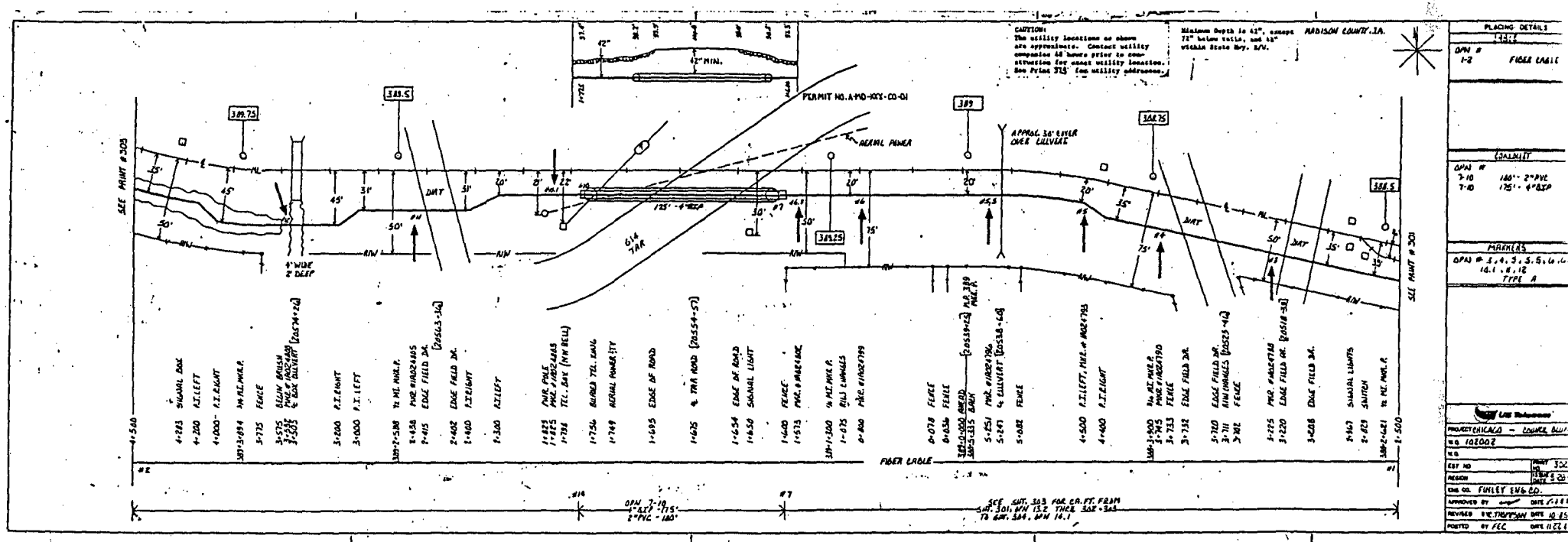

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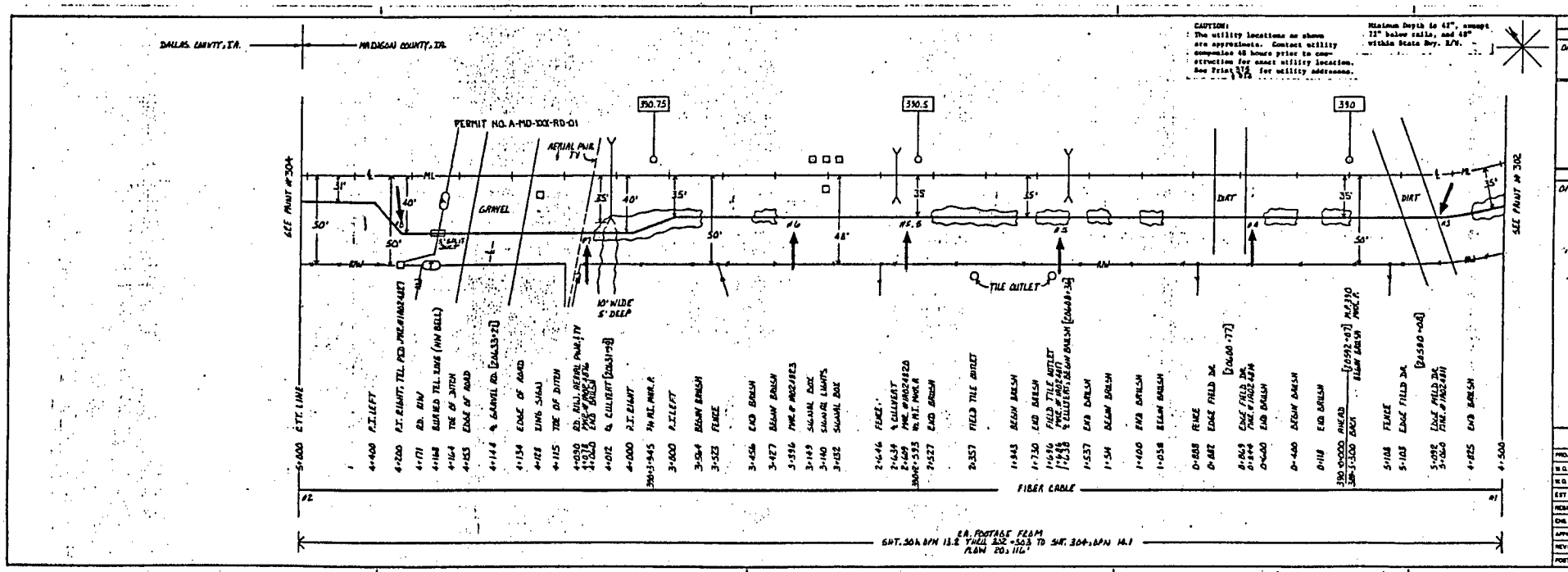

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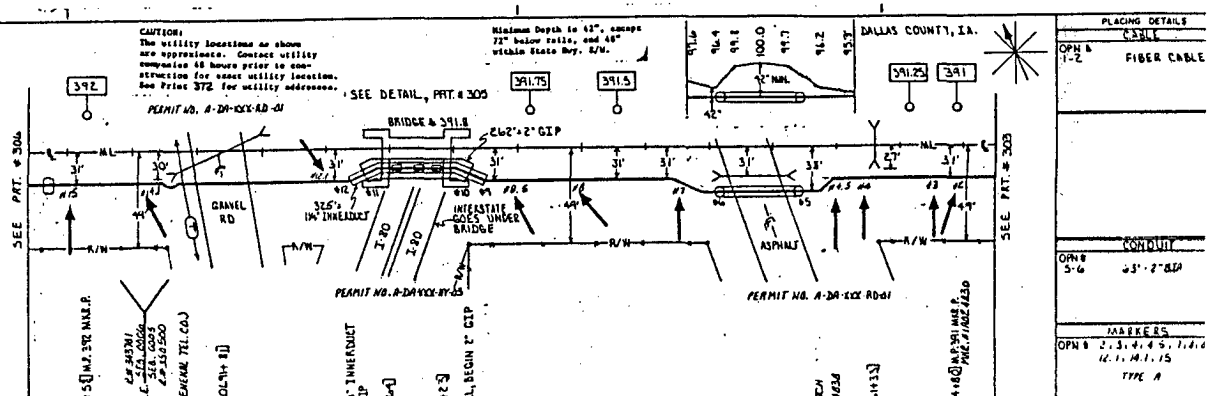

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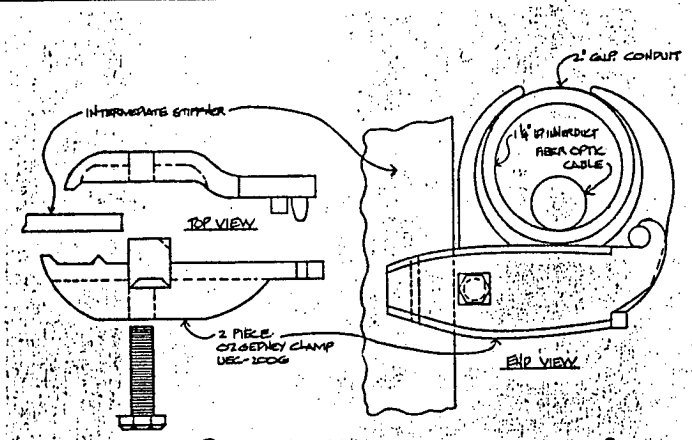
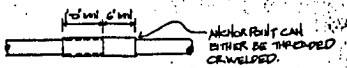
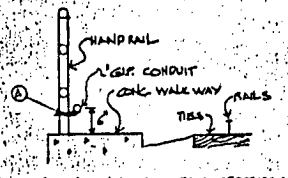


Ⓐ CLAMP DETAIL

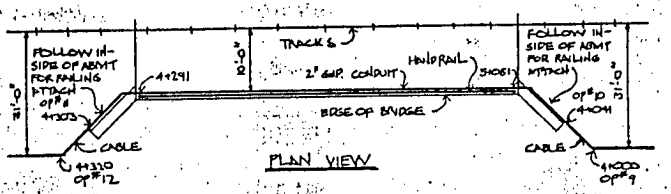


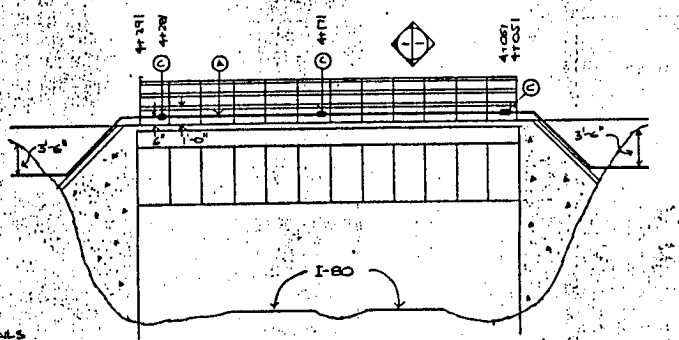
Ⓒ EXPANSION SLEEVE

2 1/2" ID x 2'-0"



ATTACHMENT ASSEMBLY CROSSECTION





PROFILE VIEW

BRIDGE # 3918

CONSTRUCTION NOTES:

1. BRIDGE IS SUBJECT TO HEAVY VIBRATION; INSTALL NYLON LOCKNUTS SECURELY ON ALL BOLTS
2. COORDINATE CONSTRUCTION WITH THE IOWA RAILROAD AND THE IOWA HIGHWAY DEPT
3. STAGGER ALL JOINTS TO PROVIDE ADEQUATE SPACE BETWEEN CONDUITS AT CLAMPS.

LIST OF MATERIALS

ITEM	NO. REQ'D	DESCRIPTION
A	32	OZ GEDNEY 2 PIECE CLAMP UEC-200G, 5/8" STOVER SELF LOCKING NUT (NYLON CORE)
B	262'	2" ID GALV. CONDUIT OP 10-11
C	3	2 1/2" I.D. EXPANSION SLEEVE
D	325'	1 1/4" INNERDUCT OP# 9-12

SAFTEY NOTE

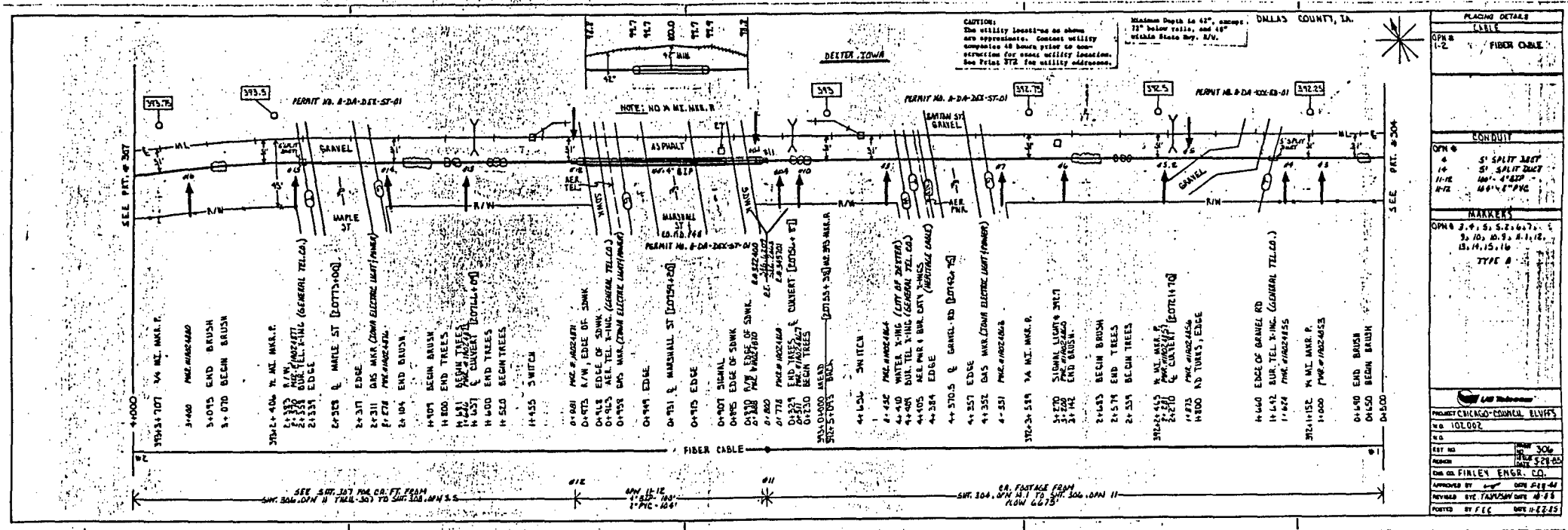
PRECAUTIONS MUST BE TAKEN TO INSURE THE TRAFFIC LANES ARE PROTECTED FROM FALLING OBJECTS. SPECIFIC PROCEDURES MAY ALSO BE REQUIRED BY THE IOWA HIGHWAY DEPT. SEE APPROVED PERMIT FOR DETAILS.

PLACING DETAILS

LEO Telecom

PROJECT	CHICAGO-COUNCIL BLUFFS
W.O.	102002
W.O.	
EST. NO.	PRINT NO. 305
REVISION	ATTACH DATE 3-23-85
ENG. CO.	FINLEY ENGR. CO.
APPROVED BY	DATE 1-30-85
REVISED BY	C.THOMPSON DATE 10-2-85
POSTED BY	FEC DATE 11-22-85

PRINT NO. 305 JUN 26 1987



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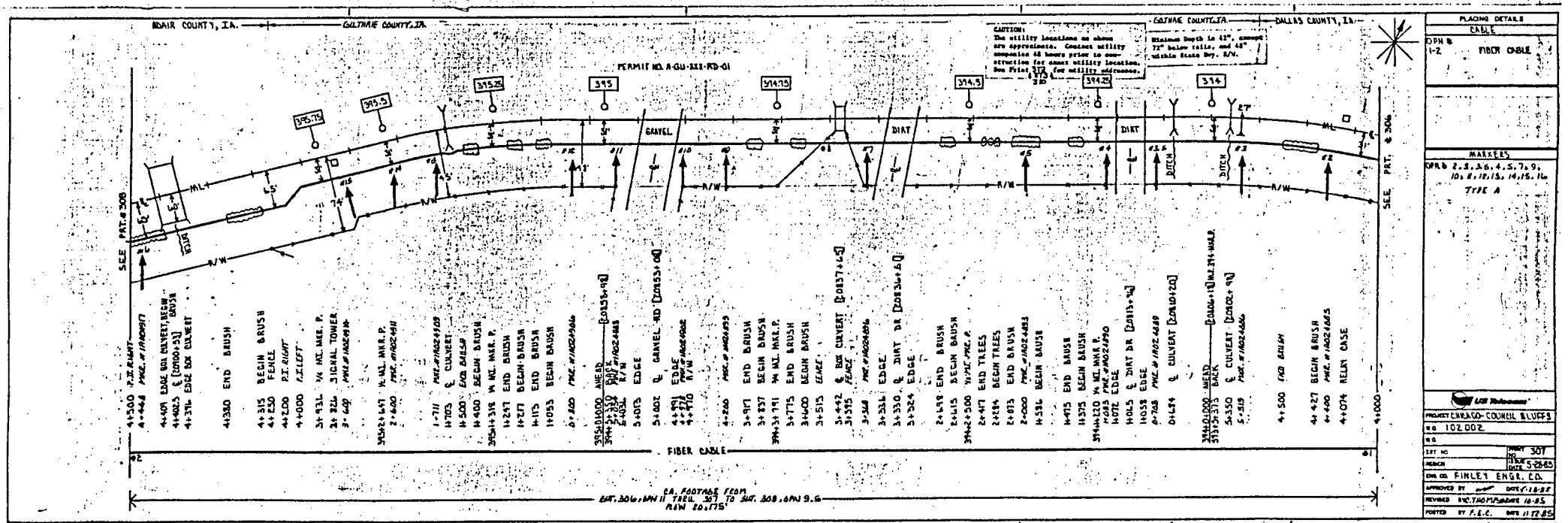

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