



GRANT
TRACT F081MD0031

MAC 1000-MSU
RETENTION CODE
02R-080FB

Received of AT&T Communications of the Midwest, Inc.

\$ (\$5.00) Five and 00/100----- Dollars, 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, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals,

markers, and other appurtenances, upon, over and under a strip of land 16.5 feet wide across

the land which the undersigned own or in which the undersigned have any interest in The West Half (W $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) and Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ - SE $\frac{1}{4}$) all in Section 11, Township 77 North, Range 29 West of the 5th P.M., except a pa of land described as commencing at the Southeast Corner of Section Eleven (11), Township Seventy-Seven (77) North, Range Twenty-Nine (29) West of the 5th P.M., Madison County, Iowa, which is the Point of Beginning; thence North 0 $^{\circ}$ 25' 34" Wes 1324.16 feet along the East line of the Southeast Quarter ($\frac{1}{4}$) of said Section Eleven (11) to the North line of the Southeast Quarter ($\frac{1}{4}$) of the Southe Quarter ($\frac{1}{4}$) of said Section Eleven (11); thence South 89 $^{\circ}$ 52' 19" West along said North line 235.20 feet; thence South 1 $^{\circ}$ 26' 57" West 1324.02 feet to the South lin of the Southeast Quarter ($\frac{1}{4}$) of said Section Eleven (11); thence East 278.54 fee to the Point of Beginning, containing 7.8065 acres, including 1.1902 acres of co road Right-of-Way.

Township of Penn, County of Madison, and State of IA

together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Northerly boundary of said 16.5 foot strip shall be a line parallel to

and 5 feet North of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon the surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops

arising from the construction and maintenance of the aforesaid systems

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BOOK 121 PAGE 16

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See Addendum attached here to and made part of.

Approved for filing

Compared

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

Signed and sealed this 22 day of May, 19 87

at 326 Ohio av. Earlham, Iowa 50072

Witness:

William L. Smith
WILLIAM L. SMITH
Montgomery L. Smith
MONTGOMERY L. SMITH

Dorothy H. Scar
Dorothy H. Scar
Susan E. Smith
Susan E. Smith
Cynthia L. Smith
Cynthia L. Smith

This instrument was drafted by E. E. Blythe
Attorney at Law, whose business address is One
South Wacker Drive, Chicago, Illinois 60606

Steven Scar Dorothy Scar P.A.
Steven Scar - Dorothy Scar Attorney in fact
for Steven Scar

STATE OF IA
COUNTY OF Madison

ss. Source of Title: Deed Book 118, Page 392
118, Page 391

On this 22 day of May, 19 87, before me personally appeared to me

DOROTHY H. SCAR (widow), CYNTHIA L. SMITH & MONTGOMERY L. SMITH
known to be the persons (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed
the same as his (or their) free act and deed. STEVEN SCAR - DOROTHY H. SCAR ATTORNEY IN FACT
FOR STEVEN SCAR



My commission expires July 1, 1988

Rolland W. Shipley
ROLLAND W. SHIPLEY
Notary Public

STATE OF Iowa
COUNTY OF Madison

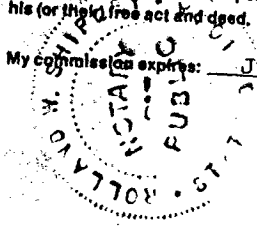
§§.

Source of Title: Deed Book 118 Page 392
118 391
118

On this 28 day of May, 19 87, before me personally appeared to me

known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed. Susan E. Smith & William L. Smith H/W

My commission expires: July 1, 1988



Rolland W. Shipley
Rolland W. Shipley Notary Public

ADDENDUM TO F081MD0031

Grantee shall repair any drainage tile damaged as a result of Grantee's construction, and shall give Grantor or Grantor's representative a reasonable opportunity to inspect such field tile repairs, which repairs shall be made to Grantor's reasonable satisfaction prior to back-filling.