

## GRANT TRACT F081MD0018

RETENTION CODE 02R - 060FB

Received of ATAT Communications Of the Midwest, Inc.  (\$5.0) Five and NOV100	\$ (\$5.00) Five and NO/100		IIIÇ.		
undersigned hereby grant and convey unto said Company, its associated and siliced companies, its and their respective successors, assigns, is especial and agents a right of way and assessment to construct, operate, maintain, replace and reverse such communication systems as the grantees may from time to time require, condisting of underground cables, lightguides, wives, conduits, manholes, draids, spilicing boxes, repeters, repeters housings, together with surface lesting-terminal, markers, and other appurtenances, upon, over and under a strip of land   The North Half (R) of the Southeast Quarter (SE\$) of Section 9, Township 77 North; Range 28 West of the 5th P.M.  Township 77 North; Range 28 West of the 5th P.M.  Township of Madison					
wives, conduits, manhotes, drains, spicing boxes, repeaters, repeater housings, together with surface testing-terminats, markers, and other appurtenances, upon, over and under a strip of land	successors, assigns, lessees and agents a r	said Company, its ight of way and eas	associated and allie ement to construct,	d companies, its and operate, maintain, repl	their respective lace and remove
the land which the undersigned own or in which the undersigned have any interest in  The North Ralf (N\$\frac{1}{2}\$) of the Southeast Quarter (SE\$\frac{1}{2}\$) of Section 9,  Township 77 North; Range 28 West of the 5th P.M.  1023  FILED NO:  Township 77 North; Range 28 West of the 5th P.M.  FILED NO:  Township 77 North; Range 28 West of the 5th P.M.  FILED NO:  Township 77 North; Range 28 West of the 5th P.M.  FILED NO:  Township 77 North; Range 28 West of the 5th P.M.  FILED NO:  MACH E. WELLTY  RADISON CURINY INV.  MACH E. WELLY  MA					
The North Half (N\$\frac{1}{2}) of the Southeast Quarter (SE\$\frac{1}{2}) of Section 9, Township 77 North; Range 28 West of the 5th P.M.  1023    1023   1024	markers, and other appurtenances, upon, over	and under a strip of	land	16.5 feet	wide across
Township of Madison County of Madison Amazon And State of Mark E. Becarder With the following rights: Of lingress and agress 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; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to clear and keep cleared all trees, trees within the rest thereof; and to install gates in any lonces crossing said strip.  The Northerly boundary of said 16.5 feet strip shall be a line parallel to and 5 to the said of themselves, their horis, accessors and assigns, hereby covenant that no structure shall be seried for permitted on said strip. The grantees agree that the said cables or lightquides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to lences and growling crops arising from the construction and maintenance of the storesaid systems  "See Addendum attached hereto and made a part hereof."  Signed and sealed this 7 day of December 1987.  Signed and sealed this 7 day of December 1988.  Source of Title: Deed Book 116 page 548.  COUNTY OF Pails 2.  On this 7 th day of December 1982 page 1982, before me personally appeared to me Affac the personal pressors) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.	The North Half $(N^{\frac{1}{2}})$ of	the Southeas	t Quarter (S	$E_{4}^{1}$ ) of Sectio	n 9,
Township of	:	•		-u -n 110	1023
MARY E. WELTY RECORDER Madison County of Madison Displayed and State of Sign Output of Madison State of Sign Output of Madison Township of Madison Displayed Sign Output				BOOK_T	21_PAGE83_
MARY E. WELTY RECORDER Madison County of Madison Displayed and State of Sign Output of Madison State of Sign Output of Madison Township of Madison Displayed Sign Output			co	ISB7 DEC	-9 AM 9:56
Township of Madison Country of Madison and Strice \$10x 00 and			Ų.	MAR'	
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 creasing said strip.  The Northerly boundary of said 16.5 feet strip shall be a line parallel to and 5 feet North of the first 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 aloresaid systems  "See Addendum attached hereto and made a part hereof."  Signed and sealed this 7 day of December 1987, Nason  This interment was prepared eather the aspervision of E. E. Blytin, Attorney at Law, whose business address is the seal of the strip. The grantees agree that the said and the seal of the se				MADISO	N COUNTY, IOWA
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 creasing said strip.  The Northerly boundary of said 16.5 feet strip shall be a line parallel to and 5 feet North of the first 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 aloresaid systems  "See Addendum attached hereto and made a part hereof."  Signed and sealed this 7 day of December 1987, Nason  This interment was prepared eather the aspervision of E. E. Blytin, Attorney at Law, whose business address is the seal of the strip. The grantees agree that the said and the seal of the se	Township of Madison	_, County of	Madison	Fee :	\$ 1 <sub>1</sub> 0 <sub>A</sub> , 00
and 5 feet North of the first cable or lightquide laid, which cable or lightquide shell 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 command that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightquides 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  "See Addendum attached hereto and made a part hereof."  Signed and sealed this 7 day of December 1987.  Signed and sealed this 7 day of December 1987.  Alice M. Nason  This instrument was prepared ander the supervision of E. E. Byths, Attorney at Law, whose business address is the Seath Macket Drive, Chicago, Illinois passes  STATE OF Towa COUNTY OF Dailas.  On this 7th day of December 1987, before me personally appeared to me Alice M. Maken and Rom Maken 1987, before me personally appeared to me Alice M. Maken and E. C. M. Maken and Rom Maken 1987, before me personally appeared to the same as his for their) free act and deed.			-	·	•
tightguide shall have its location indicated upon the surface markers set at intervels 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  "See Addendum attached hereto and made a part hereof."  Signed and sealed this 7 day of **December** 1987** 1987** 1987** 1987** 1988				-	•
Witness:    College	"See Addendum attached	hereto and m	ade a part h	ereof."	
Witness:    Collect   Mason   Alice M. Mason	·				
Witness:    Colland   Mason   Alice M. Mason					•
Witness:    College   M. Mason	· · · · · · · · · · · · · · · · · · ·	0	. 1.		
Ron Mason  This instrement was prepared under the supervision of E. E. Blythe, Attorney at Law, whose business address is Gae Senth Wacker Drive, Chicago, Illinois 50506  STATE OF Towa COUNTY OF Pailes.  On this 7th day of Ron Mason and Ron Mason, with 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.			cember		
This instrument was prepared under the supervision of  E. E. Blyths, Attorney at Law, whose business address is  Gae Seeth Wacker Drive, Chicago, Illinois 60605  STATE OF Towa  COUNTY OF Pailas.  On this			cember		. 19 8 7
On this 7th day of December 1987, before me personally sppeared to me Alice M. Mason and Ran Mason, w/H 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.	at RR2 Adel Jowa		Alice M	M. Ma.	, 19 <u>8</u> 7
Alice M. Mason and Ran Mason, w/H 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.	at RR2 Ade/ Towa  Witness:  College Shapley  This instrument was prepared under the supervision of E. E. Blythe, Attorney at Law, whose business address is		Alice M	M. Ma.	
the same as his (or their) free act and deed.	Witness:    Collow Shyles   This instrument was prepared under the supervision of E. E. Blythe, Attorney at Law, whose husiness address is gae Seeth Wacker Drive, Chicago, Illinois 60606  STATE OF Towa COUNTY OF Palas.	ss. Source	Ron Maso	M. Mason  Dan  116	age 548
the same as his (or their) free act and deed.	Witness:    Collow Shyles	ss. Source	Alice M Ron Maso	M. Ma. Mason  Day  116 p	age 548
My commission expires: 11-20-89	Witness:    Collow Shyles	ss. Source	Alice M Ron Maso	M. Ma. Mason  Day  116 p	age 548
My commission expires: 11-20-89  Worsell Mussignson  Notice Bubble	witness:    College   Shiples	SS. Source	Ron Maso	M. Ma.  Nason  116 , p , before me personal cknowledged that he (	age 548  ly appeared to me  or they) executed

## ADDENDUM TO F081MD0018

It is agreed between the parties hereto, that in the event the Grantor should at any time elect to mine from the land covered by the right of way hereby granted, then Grantor shall so notify Grantee in writing of such intention. Grantee agrees to purchase from the Grantor the rights to the lime quarry that Grantee's cable prevents Grantor from mining. The purchase price for which shall be the fair market value of rights to similarly situated, unmined lime. Grantor shall conduct its mining operations in such manner as to assure continued subjacent and lateral support of the easement strip upon which the cable lies.

Grantor shall not be liable to Grantee for accidental damage to Grantee's cable or other facilities resulting from the mining operation providing that Grantor has notified Grantee of operations at least 4 working days prior to mining in easement area, permitted Grantee's representative to enter Grantor's lands to locate the cable or other facilities, and permitted Grantee's representative to be present and has avoided mining directly where Grantee's representative has identified the cable or other facilities to be located. The notice required may be given directly to Grantee by calling Grantee through Iowa's One-Call Utility Locations Service, which Grantee participates in.

This agreement shall inure to the benefit of Grantor's heirs, beneficiaries, lessee's licensees, successors in interest and assigns.