



STATE OF KANSAS
COUNTY OF STEVENS SS

This instrument was filed for record on the
day of August 1956 at St. Paul
at 10:30 o'clock A.M. and duly recorded in
Book 112 at page 517 11/15/56

[Signature]
Register of Deeds

AFFIDAVIT OF TENANCY

I, JOHN L. BROWER, the undersigned, being first duly sworn under oath, deposes and states as follows:

I, John L. Brower and Donna Brower, are the lessees of the following described real estate, located in Stevens County, Kansas and Grant County,

Kansas:

Stevens County:

South Half (S/2) of Section Twenty-five (25), Township Thirty-one (31) South, Range Thirty-six (36) West of the 6th p.m.;
West Half (W/2) and Southeast Quarter (SE/4) of Section One (1), the East Half (E/2) of Section Eleven (11) and the West Half (W/2) of Section Twelve (12), all in Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th p.m.; and,

That part of the South Half (S/2) and the Northeast Quarter (NE/4) of Section Eighteen (18), Township Thirty-one (31) South, Range Thirty-five (35) West of the 6th p.m., which lays North of U.S. Highway 56

Grant County:

East Half of the Southwest Quarter (E/2 of SW/4) and the West Half of the Southeast Quarter (W/2 of SE/4) of Section Thirty-five (35), Township Thirty (30) South, Range Thirty-six (36) West of the 6th p.m.

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2. This affidavit is given for the purpose of providing notification that John L. Brower and Donna Brower have an leasehold interest in said property arising by reason of an agreement dated November 16, 1999, between Jimmy J. Moss and Jackie Moss, as Lessors and John L. Brower and Donna Brower, Lessees.

John L. Brower
John L. Brower

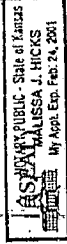
Donna Brower
Donna Brower

STATE OF KANSAS, COUNTY OF STEVENS, ss:

BE IT REMEMBERED, that on this 16th day of November, 1999, before me, a Notary Public in and for said County and State, personally appeared John L. Brower and Donna Brower, to me personally known to be the person who executed the foregoing instrument and such person duly acknowledged the execution of the same.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal on the day and year last above written.



Melissa J. Hicks
Notary Public

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MISCELLANEOUS RECORD "R" of Kansas, Stevens County, ss.

This instrument was filed for record on the 16 day of April 1948 at _____ M. and City of _____ MISSOURI at page 300 Fee \$ _____

Billie Ricord - Register of Deeds

Right of Way Agreement

KNOW ALL MEN BY THESE PRESENTS, That

J. E. Cross

for and in consideration of One Dollar (\$1.00) to him in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto STEVENS COUNTY, in the State of Kansas, a RIGHT-OF-WAY to build, construct, maintain, alter, repair, operate and use the following described land situate in Stevens County, Kansas, as a road or highway, to-wit:

Beginning at the N^w corner of Sec. 2 - T 32 S - R 36 W, thence East forty (40) feet, thence South parallel to the West side of said Sec. 2 a distance of five thousand two hundred fifty nine (5259) feet more or less; thence West forty (40) feet to the S^w corner of Sec. 2, thence North to the point of beginning.

No mineral rights conveyed. To be used for road purposes only.

SIGNED this 28th day of March 1947

J. E. Cross

State of Iowa, Jasper County, ss.

BE IT REMEMBERED, That on this 28th day of March 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J.E. Cross

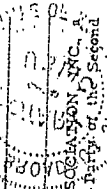
who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal on the day and year last above written.

My Commission Expires July 4, 1948 SZAL Velma M. Adamson Notary Public within and for Jasper County, Iowa

Easement For Construction and Maintenance of Telephone Facilities

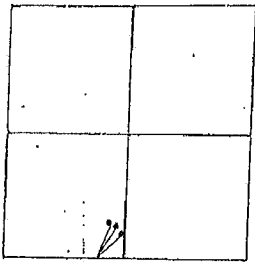
THIS INDENTURE, made this 26th day of JULY, 1989, between Jimmy J. Moss, Sr.



hereinafter referred to as Parties of the First Part, and THE PIONEER TELEPHONE ASSOCIATION, INC., a Kansas corporation with its principal offices in Ulysses, Kansas, hereinafter referred to as Party of the Second Part;

WITNESSETH: that for ~~valuable~~ valuable consideration, the receipt of which is hereby acknowledged, Parties of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto Party of the Second Part, a permanent easement and right of way, including the perpetual right to enter upon said real property hereinafter described, and construct, maintain, and repair such telephone lines, buried cables, and telephone facilities, together with the right to excavate and refill for the location of poles, buried cables, including all telephone equipment, over, across, through, and under the lands hereinafter described, and the further right to remove trees, bushes, undergrowth and obstructions interfering with the location, construction and maintenance of said telephone lines, buried cables and facilities.

The land affected by the grant of this easement and right of way is located in the County of Stevens and State of Kansas, and is more particularly described as follows:



NW 1/4 of Sec. 2, T 32 S, R 36 W

The easement and right of way hereby granted, covers a strip of land 20 feet in width over and across the above described land, particularly described by metes and bounds, as follows:

A twenty foot wide parcel of land for a buried cable running in a South-Easterly direction along the south end of the North-West 1/4 of Section 2, Township 32 South, Range 36 West of the 6th P.M. The route may deviate to meander around buildings, structures, trees and other inaccessible waste areas if required. This easement is for the placement of telephone drops to the dwellings and the shop in that

The Parties of the First Part hereby covenant with the Party of the Second Part that they are lawfully seized and possessed of the real estate above, that they have a good and lawful right to convey it or any part thereof.

As a part of consideration for this easement, the Party of the Second Part hereby agrees that in locating, constructing and maintaining the telephone lines, buried cables and telephone facilities upon said land, it will do so in such form as will least possibly interfere with the farming operations so long as it does not materially increase the cost of construction. Further consideration is that Party of Second Part will exonerate, indemnify, and save harmless the Parties of the First Part from and against all claims and actions arising out of damage or injury caused or created in connection with the telephone lines, buried cables and telephone facilities; reimburse Parties of the First Part for all damages to any growing crops resulting from its use of said easement and right of way; and at its own expense reasonably repair and restore any damage or disturbance which may be caused to the land in relation to such operation and maintenance of the telephone lines, buried cables, and telephone facilities.

Further, as a part of consideration for this grant, Parties of the First Part hereby release any and all claims for damage from whatsoever cause incidental to the exercise of the rights herein granted, except damages to growing crops.

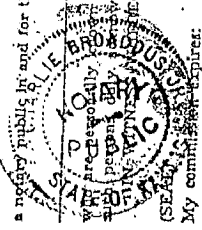
IN WITNESS WHEREOF, the Parties of the First Part have set their hands and seals this day and year first above written:
Jimmy J. Moss, Sr.
Jimmy J. Moss, Sr.

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STATE OF KANSAS
STEVENS COUNTY, ss:

BE IT REMEMBERED, that on this 4 day of SEPT, 1889, before me, the undersigned, a notary public in and for the County and State aforesaid, came James J. Moss, Sr.



who personally appeared to me to be the same persons who executed the within instrument of writing, and who acknowledged the execution of the same.

James J. Moss, Sr.
IN WITNESS WHEREOF, I have hereunto set my hand and day this 4th day of Sept. 1889.

Charlie Broadus, Jr.

My commission expires: Sept 9 1891

STATE OF KANSAS
COUNTY OF STEVENS

ss.

This instrument was filed for record on the
17 day of SEPTEMBER, A.D. 1889

at 2 o'clock P. M. and duly recorded in
Book 17 at page 100 Fee \$ 0.00

Joseph H. Broadus
Register of Deeds



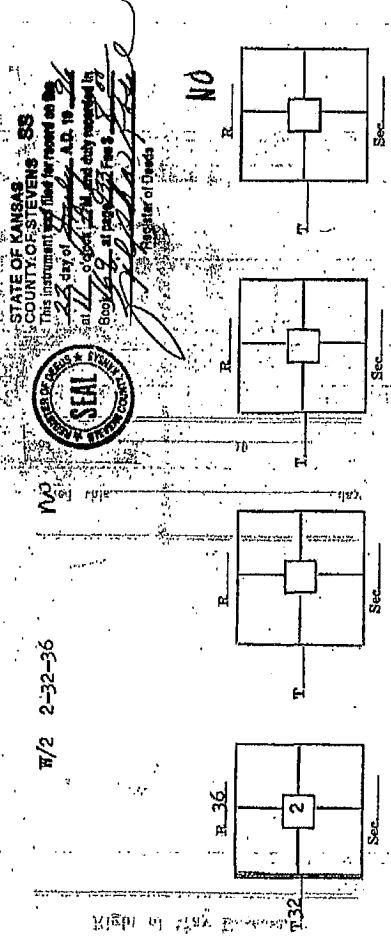
no, 224, 1889

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L. 3. Mos.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more) John E. Cross and Edith B. Cross (hereinafter husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto THE PIONEER TELEPHONE ASSOCIATION, INC., a cooperative association, whose post office address is Ulysses, Kansas, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Stevens State of Kansas, and more particularly described as follows:



of Section 2 in Township 32 South, Range 35 West of the Sixth Principal Meridian, and to place, construct, operate, repair and maintain thereon and in or upon all streets, roads, or highways abutting said lands a telephone line or system, and agree to the joint use thereof by another or others for telephone or electrification purposes, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said lines or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned agree that all poles, wires and facilities, including all telephone equipment, installed on the above-described lands at the expense of the grantees herein, shall remain the property of the grantee, removable, at the option of said grantee, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of encumbrance and liens of whatsoever character except those held by the following persons:

(Handwritten signature and text, partially illegible)

Any telephone line constructed by authority hereof shall be built along section lines, roadways or property lines unless otherwise specified herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22nd day of July, 1954.

Executed and delivered in the presence of:
John E. Cross
Edith B. Cross
 w/ Keith Hamill

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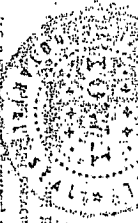
ACKNOWLEDGMENT
STATE OF IOWA
COUNTY OF IOWA
JULY 22nd day of July A. D. 1954

BE IT REMEMBERED, That on this 22nd day of July A. D. 1954, before me, the undersigned, Notary Public in and for the County of IOWA, the said John E. Cross and Edith B. Cross, his wife and State acknowledged, came John E. Cross and Edith B. Cross, his wife

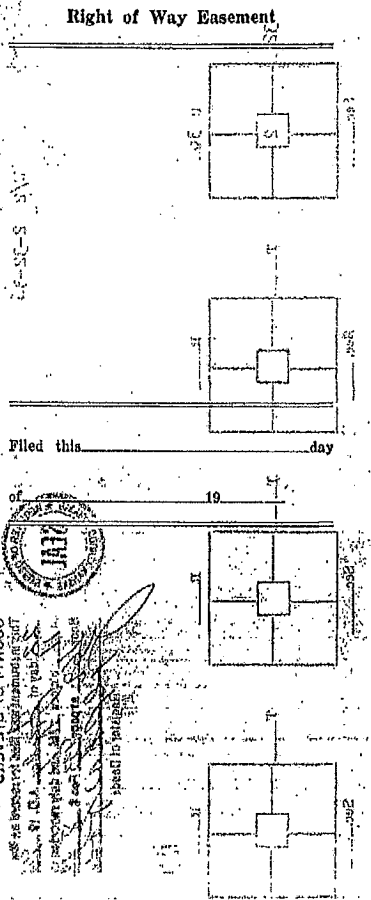
who, also, personally known to me to be the same persons, who executed the within instrument of writing and same acknowledged the execution of the same, and the execution of the same by the said person upon the public records of the State of Iowa.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, this 22nd day of July, 1954.

W. Evelyn Hamill
Notary Public



the said John E. Cross and Edith B. Cross, his wife, have acknowledged the execution of the within instrument of writing and same acknowledged the execution of the same, and the execution of the same by the said person upon the public records of the State of Iowa.



Right of Way Easement
Filed this _____ day _____, 1954.
COCKRILL & STEINER
REGISTERED PROFESSIONAL SURVEYORS
IOWA

RIGHT OF WAY EASEMENT