Book 2017 Page 683
Document 2017 683 Type 03 006 Pages 9
Date 3/09/2017 Time 9:41:13AM
Rec Amt $47.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by:
Windstream Communications, Inc.
Attn: Kristi M. Moody
4001 North Rodney Parham Road
Little Rock, AR 72212
Phone: 501-748-7000

[Space Above This Line For Recording Data]

WIN Work Order # 713369066 Exchange Manchester

EASEMENT AGREEMENT - IOWA

by and between

GRANTOR Frances P. Hettinger, with a mailing address of 1247 190 St., Manchester, IA 52057,

and

GRANTEE Windstream Iowa Communications, LLC, a Delaware limited liability corporation with local offices at 107 East Fayette St., Manchester, IA 52057.

PROPERTY located at Parcel 11032000110 on 210th Street, in the Town of Masonville, County of Delaware, IA as recorded in Deed Book 126, Page 164, and described on attached exhibits.

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained in this Easement Agreement, and the further consideration of the sum of $10.00 (Ten Dollars), and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, its successors and assigns (collectively, the "GRANTOR") hereby grants and conveys unto the GRANTEE, its successors and assigns:

a perpetual, non-exclusive right, privilege, and easement (the "Easement") to construct, install, fence, reconstruct, repair, rebuild, revise, supplement, inspect, replace, operate, patrol, maintain and, at its option, to remove its communications line or system (the "Communications Facilities") in, along, across, above, under, and on GRANTOR's real property ("Grantor's Property"), which is located in the County of Delaware, State of Iowa.

GRANTOR's property is more particularly described in EXHIBIT A, and the Easement Area is more particularly described in EXHIBIT B, both of which are attached hereto and made part hereof.

GRANTOR and GRANTEE recognize that the described locations of the Easement Area and the Communications Facilities are based only upon preliminary surveys, and GRANTOR expressly agrees that the Easement hereby granted shall extend and apply to the actual location of the Communications Facilities where constructed or placed, including an area of 5' feet on either side thereof. GRANTOR and GRANTEE agree that EXHIBITS A and B attached hereto shall be deemed to be automatically amended to reflect the actual location of the Easement Area.

GRANTOR and GRANTEE further expressly AGREE as follows:

1.) GRANTEE's Communications Facilities may include the following items and their upgrades: ☐poles ☒cables ☐wires ☐drains ☐buildings ☐fixtures ☐conduits ☐guys and anchors ☐marker poles ☐manholes ☐handholds ☐cabinets ☐fences ☐gates ☐other (list here)_____that GRANTEE may require.

2.) GRANTOR acknowledges and agrees that the Communications Facilities and related equipment shall remain the property of GRANTEE, and shall be removable at the option of GRANTEE.

3.) GRANTEE has the right of ingress and egress to (enter, exit and re-enter by vehicle or otherwise) the Easement Area at all times and in such places as may be necessary or convenient to accomplish the activities permitted in this Easement Agreement (the "Agreement"), and to use such additional portions of GRANTOR's adjacent lands as may be reasonably required to access the Easement Area and to perform the activities permitted in this Agreement.

4.) GRANTEE has the right to make alterations within the Easement Area, and to relocate the Communications Facilities on the Easement Area, subject to the limitations in Paragraph 1 above.

5.) GRANTEE has the right to cut and trim any trees and shrubbery growing upon or overhanging the Easement Area and to remove from the Easement Area any timber, brush, roots, undergrowth, debris, buildings, structures or other obstructions that, in GRANTEE's judgment, should be cut, trimmed or removed to prevent interference with its Communications Facilities; at its option, GRANTEE shall also have the right to mow the Easement Area.

6.) GRANTEE has the right to license, lease, permit or otherwise agree to the use or occupancy of the Easement by other telecommunications companies, government bodies, and power companies for the purpose of placing wires, fiber, cables and similar equipment in, along, over, and under the Easement Area.

7.) GRANTEE will use reasonable efforts to avoid damage to GRANTOR's property, and shall compensate GRANTOR for (or, at GRANTEE's election, shall have repaired) damages caused to fences, gates or other personal property of GRANTOR as a result of activities undertaken by GRANTEE or on GRANTEE's behalf pursuant to this Agreement.

8.) GRANTEE shall compensate GRANTOR by payment of the then-current market value for any growing crops that are actually damaged by the GRANTEE occasioned by entry upon the Easement Area or upon GRANTOR's adjacent lands.

9.) GRANTEE shall restore lawn areas removed or damaged in the Easement Area during activity by or on behalf of GRANTEE by seeding or replacement with like sod, at GRANTEE's option.

10.) GRANTEE shall, after activity upon the Easement Area and GRANTOR's adjacent property: (a) cause all debris and materials incident to such activity to be removed; (b) fill any excavations; and (c) to the extent reasonably possible, substantially restore the property to its pre-existing state, reasonable wear and tear and damage by casualty or condemnation excepted.

11.) GRANTOR has the right to use the surface of the Easement Area for any purpose that does not in any way interfere with GRANTEE's full use of the Easement, and GRANTOR covenants not to use, construct on, or conduct any activity on the Easement Area or adjacent real property that may interfere with the rights conveyed to GRANTEE or with GRANTEE's use of the Easement Area, or which would impair or adversely affect the proper operation of the Communications Facilities.

12.) GRANTOR covenants not to place any building or other structure, fence, driveway, or street upon the Easement Area, and covenants not to excavate or change the elevation or grade of the land surface in the Easement Area or the adjacent property without prior written notice to and written approval received from GRANTEE.

13.) GRANTOR warrants and covenants: (a) that GRANTEE shall have quiet and peaceable possession, use, and enjoyment of the Easement; (b) that GRANTOR is the owner (lawfully seized in fee) of the real property on which the Easement Area is located; (c) that GRANTOR has the legal right and authority to convey and grant the rights and the Easement in this Agreement; (d) that GRANTOR has done no act to encumber the Easement Area; (e) that GRANTOR will defend title to such real property and the rights hereby granted against the claims of any and all persons; and (f) that GRANTOR shall execute such further assurances of these representations and warranties as GRANTEE deems necessary.

14.) GRANTEE's failure to exercise any rights granted herein shall not be construed as a waiver or abandonment of any such rights.

15.) GRANTOR agrees and covenants that any and all information relating to the subject matter of this Easement Agreement not stated herein is CONFIDENTIAL ("Confidential Information") and SHALL NOT BE DISCLOSED to any third party without the prior written approval of GRANTEE. Disclosure of any Confidential Information by GRANTOR without the prior written approval of GRANTEE shall result in GRANTOR's forfeiture of any and all consideration paid, conveyed or otherwise transferred to GRANTOR by GRANTEE; and GRANTOR further agrees to indemnify GRANTEE against any third party claims that may be asserted against GRANTEE due to the DISCLOSURE OF CONFIDENTIAL INFORMATION.

16.) GRANTEE may transfer or assign this Easement without approval by GRANTOR. GRANTEE will record this Easement Agreement at its sole cost and expense, including recording fees, transfer fees, and/or stamp fees that are required by state statute.

17.) GRANTOR shall have no right to grant additional licenses, rights or other easements to the Easement Area that would INTERFERE WITH GRANTEE's USE; and GRANTOR shall have no right to use the Easement Area for any purpose that will INTERFERE WITH GRANTEE's USE of the property for its Communications Facilities. GRANTOR may, however, with GRANTEE's express approval in writing, excavate within the Easement area, but only for normal farming purposes.

18.) GRANTOR warrants and covenants that the Easement granted herein shall be perpetual and shall run with the land and may not be terminated or revoked by GRANTOR.

IN WITNESS WHEREOF, the parties have executed this EASEMENT AGREEMENT to be effective as of the 9 day of March, 20 17.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES AND ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGES.

GRANTOR (1) signature Frances P. Hettinger

Printed name of Grantor (1) **Frances P. Hettinger**

Date signed by Grantor (1) March 9, 2017

GRANTOR (2) signature _____

Printed name of Grantor (2) _____

Date signed by Grantor (2) _____

GRANTEE **Windstream Iowa Communications, LLC**
Name of corporation

By: Leanne Gyech Date: 3-3-17
Signature of Authorized Signatory

Leanne Grgerich Staff Manager
Printed Name of Authorized Signatory Title of Authorized Signatory

ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGE AND
MUST BE SIGNED AND SEALED BY A NOTARY PUBLIC.
NOTE:
SIGNATURE/S OF GRANTOR/S MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
WHO IS NOT AN EMPLOYEE OF A WINDSTREAM COMPANY.

ACKNOWLEDGMENT – INDIVIDUAL GRANTOR/S

STATE OF IOWA
COUNTY OF Delaware

(1) This instrument was acknowledged before me on the 9th day of March, 2017,

by **Frances P. Hettinger**.

(seal)

Iowa Notarial Seal
CHRISTY SAYLOR
Clerk of District Court-Designee

Christy Saylor
Signature of Notarial Officer

Judicial Specialist
Title (and Rank) of Notarial Officer
My Commission Expires: N/A

STATE OF IOWA
COUNTY OF _____

(2) This instrument was acknowledged before me on the _____ day of _____, 20____,

by (print name of Grantor #2)_____.

(seal)

_____
Signature of Notarial Officer

_____
Title (and Rank) of Notarial Officer
My Commission Expires: _____

ACKNOWLEDGMENT – CORPORATE GRANTEE

STATE OF ARKANSAS
COUNTY OF PULASKI

This instrument was acknowledged before me on this the 3rd day of March, 2017,

by (print name of person signing for corporation) Leanne Gingerich who

is the (print corporate title of person signing) Staff Manager

of (print name of corporation) Windstream Iowa Communications, LLC,

a/n Corporation/LLC, on behalf of said Corporation/LLC.

(seal)

DIA M. HEARD
NOTARY PUBLIC
My Comm. Expires
JUNE 20, 2018
#12366691
PULASKI COUNTY, ARK.

Dia Heard
Signature of Notarial Officer

Analyst II
Title (and Rank) of Notarial Officer
My Commission Expires: 6/20/2018

EXHIBIT A

GRANTOR'S PROPERTY -- LEGAL DESCRIPTION and/or SURVEY

The following property located in the Town of Masonville, County of Delaware, IA

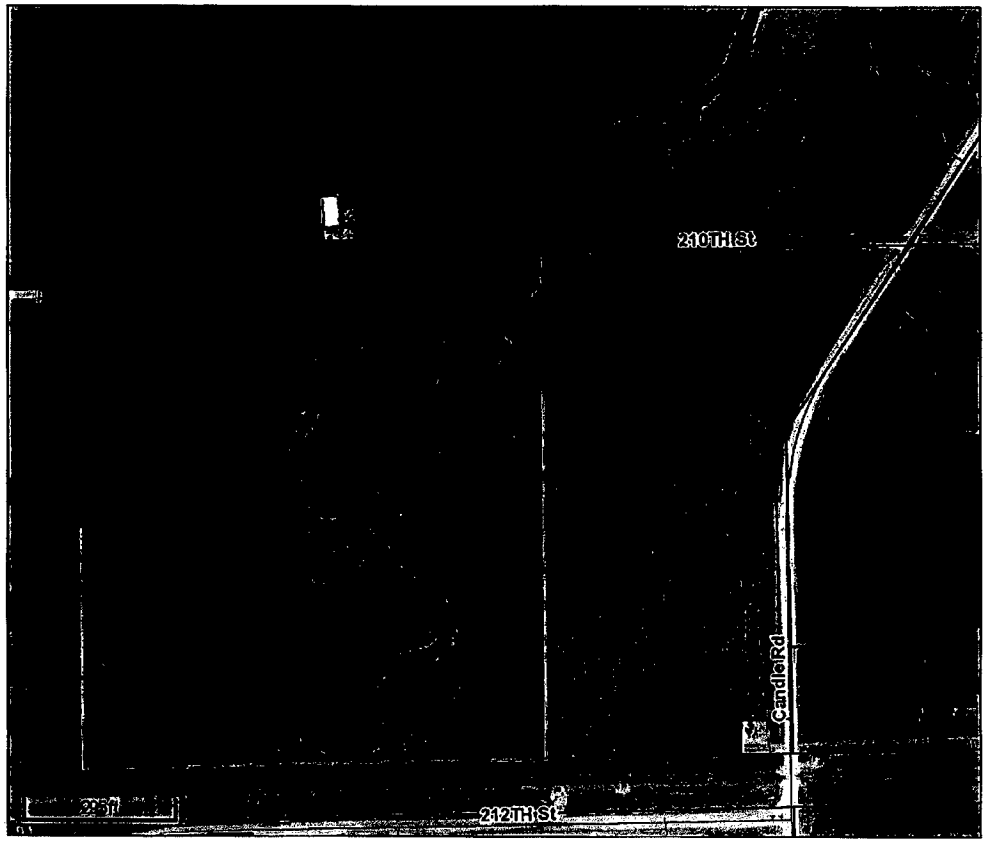
Lot Three (3) of the Survey and Plat of a Subdivision of: Double F Subdivision part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Six (6) West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 79.

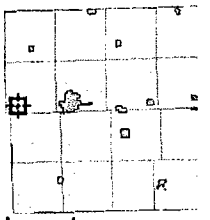
EXHIBIT B

THE EASEMENT AREA -- LEGAL DESCRIPTION and/or SURVEY

See attached Exhibit B

Beacon™ Delaware County, IA





Legend
- Corporate Limits
- Political Township
- Parcels
- <all other values>
- Yes
- Roads

Parcel ID	110320000110	Alternate ID	n/a	Owner Address	Hettinger, Frances P
Sec/Twp/Rng	32-89-6	Class	A		1247 190th St
Property Address	210TH ST	Acreage	18.66		Manchester, IA 52057-
	MASONVILLE				
District	COFFINS GROVE				
Brief Tax Description	LOT 3 DOUBLE F SUBD.				
	PT. NENW & NWNE				
	(Note: Not to be used on legal documents)				

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