Book 2025 Page 391
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Jeffrey J Geistkemper

PREPARED BY AND RETURNED TO

MAQUOKETA VALLEY ELECTRIC COOPERATIVE
109 NORTH HUBER ST 319-462-3542
ANAMOSA IOWA 52205-0370

TELECOMMUNICATION FACILITIES EASEMENT
LOCATION: Cedar Cove Road Assn-Turtle Creek Camp

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Craig L. Nessan & Cathy S Nessan (Husband & Wife) ("Grantor(s)"), do(es) hereby warrant and convey unto MAQUOKETA VALLEY ELECTRIC COOPERATIVE, a corporation, and to its successors and assigns ("Grantee"). A perpetual easement with the right, privilege and authority to construct, reconstruct, operate, replace, repair and maintain telecommunication lines and appurtenant equipment, including but not limited to cables, guy-wires, anchors, conduit, fiber optic equipment, ground connections, and fixtures (the "Facilities") for transmitting, communications, and all corporate purposes. Pursuant to the provisions hereof, upon, under, over, and across Grantor(s) lands located in Delaware County, Iowa and described as:

**A 20' foot easement centered upon the Alliant Energy Power line located through:**

**Lot 61, Turtle Creek Camp Replat filed of record in the office of the Delaware County Recorders at Book 1999 at page 4340.**

**AND**

**All lake frontage running to the waterfront and then at right angles to the middle of Delhi Lake in respect to and adjoining said lot 61.**

**Located in**

**Section 25, Township 88N, Range 5th West of the 5th Principal Meridian, Delaware County Iowa**

**Parcel # 250250701100**

(The "Premises")

Together with all rights and privileges for the full enjoyment or use thereof for the aforesaid purposes. Such Facilities to be located on a course now designated by the Grantee, or upon a course that may hereafter be designated by the Grantee upon the relocation of said Facilities.

Grantor(s) agrees that it will not construct, place or permit any buildings, structures, plants, or other obstructions on the Premises which would result in a violation of the minimum clearance requirements of the National Electric Safety Code, or that would interfere with the operation, replacement, or maintenance of the Facilities. Notwithstanding the foregoing, in no event shall Grantor(s) construct or place any new buildings, structures, plants, or other obstructions on the Premises within (10') of the Facilities.

Grantor(s) also conveys the right and privilege to trim, or control the growth of any trees or other vegetation on the Premises to keep them clear of Facilities by at least eight feet (10'), and remove such other trees and vegetation adjacent thereto, as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, or use of the Facilities, or which in falling might touch said Facilities.

Grantee, its contractor or agent, may enter said Premises at any time for the purpose of making surveys or performing tests in support of the rights granted pursuant to this Easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said Facilities across lands owned by the Grantor(s), for the purpose of accessing said Facilities.

Grantee shall compensate Grantor(s) or its tenants for damages done to the Premises (except for damages to improvements prohibited by this easement as well as the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, while performing the activities authorized by this Easement.

Signed this 13th day of May ~~April~~ 2024.

**GRANTOR(S):**

By: Craig L Nessan
Craig L. Nessan

By: Cathy S. Nessan
Cathy S Nessan

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa )

COUNTY OF Delaware )

On this 13th day of ~~April~~ May, AD. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Craig L. Nessan & Cathy S Nessan (Husband & Wife)

to me personally known or provided to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL June M. Berntgen
(Sign in Ink)

June M. Berntgen
(Print/type name)

Notary Public in and for the State of Iowa

JUNE M BERNTGEN
COMMISSION NO. 748465
NOTARIAL SEAL - IOWA
MY COMMISSION EXPIRES 8-20-25

***CAPACITY CLAIMED BY SIGNER***

__XX__ INDIVIDUALS
_____ CORPORATE
Title(s) of Corporate Officers(s):

Managing Members N/A

_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ TRUSTEE(s):
_____ GUARDIAN(s)
_____ CONSERVATOR(s)
_____ OTHER

**SIGNER IS REPRESENTING**:
List name(s) of persons(s) or entity(ies):

Craig L. Nessan & Cathy S Nessan