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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

Return to:

Prepared by:  
Vantage Point Solutions on behalf of  
Interstate Cablevision LLC  
608 E Congress St.  
Nora Springs, IA 50458  
605 995 1755

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Whether one or more) **Polo Pointe Homeowners Association LC of PO Box 1 Cumming, IA 50061** do hereby grant and convey to INTERSTATE CABLEVISION LLC of Nora Springs, Iowa, 50458 and to its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such underground facilities as Interstate Cablevision may require for the provisioning of communications services upon, over, under and across the following described land which Grantor(s) own or in which Grantor(s) have any interest, situated in the County of Madison County, Iowa, and more particularly described as follows:

**Lots B and C of Polo Pointe Plat No. 1, and Lots A, B, C, and D and Outlot X of the Polo Pointe Plat No. 2, all in Section 24, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa**

Interstate Cablevision shall have the right of ingress and egress over and across the land of the Grantor(s) to and from the above-described property for the above-described purposes. Interstate Cablevision shall be responsible for all damage caused to Grantor(s) arising from Interstate Cablevision's exercise of the rights and privileges granted herein, including crop damage.

The Grantor and their Tenant shall be held harmless if facilities are accidentally damaged while performing generally accepted property maintenance by the Grantor or their Tenant as long as facilities are located per Iowa One Call laws. Said hold harmless does not extend to contractors hired by Grantor or Grantee.

Grantor(s) reserve the right to occupy, use, and cultivate the land subject to this Easement for all purposes not inconsistent with, nor interfering with, the rights granted herein.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The undersigned agree that all fiber optic cables, pedestals, and associated facilities necessary for provisioning of communications services, installed on the above-described premises at Interstate Cablevision's expense shall remain the property of Interstate Cablevision, removable at the option of Interstate Cablevision. When possible, Interstate Cablevision's facilities will be placed in the fence line and/or on the right-of-way line. If pedestals are needed, they will stand approximately four (4) feet above the ground and will not interfere with the cultivation of the land.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:  
IN WITNESS WHEREOF, the undersigned have executed this Easement on November 9  
(month and date), 2023.

Casey Matthe HOA President  
(Representative of Polo Pointe Homeowners Association LC)

STATE OF IOWA  
COUNTY OF Polk

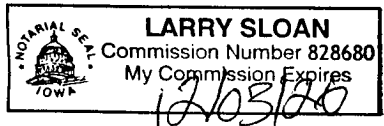
ON this 9th day of November, 2023.

before me, Larry Sloan, the undersigned officer, personally  
appeared Casey Matthe known to me (or described in, and who executed the  
within instrument and acknowledge to me that he (or they) execute the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

Larry Sloan  
Notary Public



**Polo Pointe Home Owners  
Association LC**

**Exhibit A**

**Interstate Cablevision LLC  
608 E Congress St.  
Nora Springs, IA 50458**

