



JV

Document 2024 2900

Book 2024 Page 2900 Type 06 001 Pages 5

Date 12/02/2024 Time 2:13:49PM

Rec Amt \$27.00

INDX ✓

ANNO ✓

SCAN ✓

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by: Vantage Point Solutions, 2211 N Minnesota Street, Mitchell, SD 57301 on behalf of OmniTel Communications

605-995-1777

TELECOMMUNICATIONS EASEMENT

Grantor: Name: Joe Havighurst and Laura Havighurst
Address: 1330 Union Ct
Van Meter, IA 50261

Grantee: Name: OmniTel Communications
Address: 608 E Congress St
Nora Springs, IA 50458
Phone: 641-749-2531

Return To: Vantage Point
2211 N Minnesota Street
Mitchell, SD 57301
Phone: 605-995-1777

This Telecommunications Easement (this "**Easement**") is dated effective as of 9/21, 2024 and is between the **Grantor** identified above and the **Grantee** identified above, together with Grantee's lessees, licensees, successors and assigns.

WHEREAS, Grantor is the owner of certain real estate legally described on Exhibit A attached hereto (the "**Easement Premises**");

WHEREAS, Grantee is a provider of local telecommunications service in the state of Iowa; and

WHEREAS Grantor wishes to grant, and Grantee wishes to accept and hold, an easement under, across, upon and through the Easement Premises.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** The undersigned Grantor (whether one or more), hereby grant and convey to Grantee, a **permanent and perpetual** easement over the Easement Premises (the "**Easement**"), for the purpose of surveying, constructing, locating, inspecting, installing, repairing, enlarging, altering, maintaining, replacing and removing fiber optic or other telecommunications cable and other voice, video and data communications facilities and equipment, together with necessary electronics and other accessories (collectively, the "**Facilities**"), under, across, upon and through the Easement Premises.

2. Right of Access. Grantee shall have all rights of ingress and egress to the Easement Premises reasonably necessary for the use and enjoyment of the Easement as contemplated herein, including but not limited to the right to remove any obstructions or structures subsequently placed or erected on the Easement Premises (but not existing buildings or structures) and interfering with Grantee's use and enjoyment of the Easement. Grantee shall have the right to place on the surface of the Easement manholes, pedestals, connector terminals, repeaters, testing terminals, and other route markers for the safe and efficient use and enjoyment of the Easement. Grantee may temporarily use additional workspace adjacent to the Easement, at certain locations where needed during construction, maintenance and removal of its Facilities.

3. No Interference. Grantor will not and will not permit others to make any use of the Easement Premises that would in any way interfere with Grantee's rights under this Easement. Grantor reserves the right to cultivate and use the real property within the Easement, provided that such use will not interfere with or obstruct Grantee's operations or activities, or create any actual or potential hazard to the Facilities actually installed in the Easement. Notwithstanding the preceding, Grantor is not responsible for any accidental damage to Facilities not resulting from Grantor's negligent or willful acts.

4. Easement Runs with the Land. The Easement shall be deemed to run with the land, and all of the covenants, promises, agreements, representations and warranties of the Easement by or on behalf of Grantor or Grantee shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns.


5. Consideration. The consideration herein stated shall be the full consideration due Grantor from Grantee for all of Grantee's initial construction and future operations and activities within the Easement, provided that Grantee shall pay to Grantor or Grantor's tenants, as their respective interests may appear, for any actual damages to growing crops, trees, shrubbery, livestock, fences or existing buildings or structures, caused by the operations or activities of Grantee, whether in connection with the initial construction of the Facilities or future operations or activities of Grantee.


6. Warranties of Title. Grantor hereby represents and warrants to Grantee that Grantor holds the Easement Premises by title in fee simple and that Grantor has good and lawful authority to convey the Easement as contemplated herein. Grantor will defend and warrant title to the Easement Premises consistent with the preceding.

7. Further Assurances. Each of the parties hereto agrees to take or cause to be taken further actions, to sign and deliver or cause to be signed and delivered such further instruments and documents and to use its best efforts to obtain such requisite consent as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms and conditions of the Easement.

IN WITNESS WHEREOF, this Easement is being granted effective for all purposes as of the date set forth in the introductory paragraph above:

Grantor:

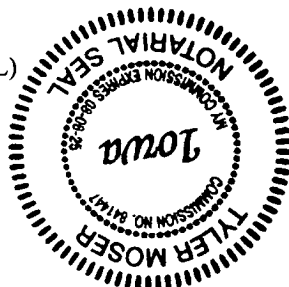

Print Name: Laura Havighurst


Print Name: Joe Havighurst

STATE OF Iowa COUNTY OF Polk, ss:

This record was acknowledged before me on the 21st day of September, 2024 by Laura Havighurst + Joe Havighurst.

(SEAL)



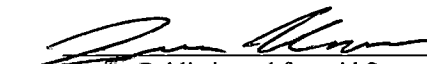

Notary Public in and for said State
My commission expires: 08/08/2025

Exhibit A

Legal Description of Easement Premises

Lot Nineteen (19) of Woodland Valley Estates Plat No. 2 Subdivision located in the South Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range twenty-six (26) West of the 51h P.M., Madison County, Iowa together with an undivided 1/30 interest in all common areas as set forth in the Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2004, Page 6107 and in Book 2006, Page 2763 and as amended by first amendment to Declaration of Association for Woodland Valley Estates filed in Book 2006, Page 4296 of the Madison County Recorder's Office

Easement Area

Right of Way Easement as described as follows:

Section 21, Township 77 North, Range 26 West of 5th P.M., Madison County, Iowa;
PIN: 031012140190000

A twenty foot (20 ft.) wide easement from the centerline of the road beginning at 41.456446, -93.861570 within the above-described property, 116 ft. thence 323° 28' 42" to a point on the road;
36 ft. thence 303° 22' 14" following the curve the road;
69 ft. thence 299° 19' 56" following the curve of the road;
72 ft. thence 274° 22' 7" to the termination for an approximate total of 293 ft. from the beginning.

