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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: Timber Ridge Estates Phase II
Address: 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 November 12, 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: Michael Risewick

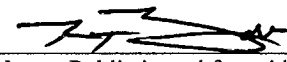
Print Name: _____

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on the 12th day of November, 2024 by
Michael Risewick

(SEAL)




Notary Public in and for said State

My commission expires: 10/29/25

Exhibit A

Legal Description of Easement Premises

A part of the Northeast Quarter of Section 29, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the East Quarter corner of Section 29, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South 83°19'09" West 735.31 feet along the South line of Northeast Quarter of said Section 29 to the Southeast corner of Timber Ridge Estates, Phase 1; thence along the Easterly line of Timber Ridge Estates Phase 1, North 16°41'00" West 596.85 feet; thence North 40°41'27" West 710.00 feet; thence North 53°57'52" East 120.00 feet; thence North 15°01'13" West 670.00 feet; thence North 28°52'05" East 330.00 feet; thence North 78°27'06" West 760.00 feet; thence North 01°50'36" East 220.00 feet to the Northeast corner of Timber Ridge Estates, Phase 1 which is a point on the North line of the Northeast Quarter of said Section 29; thence North 83°15'35" East 2042.96 feet to the Northeast corner of said Section 29; thence South 00°12'18" West 2643.06 feet to the Point of Beginning containing 77.089 acres including 1.115 acres of County Road right-of-way. Said Parcel is divided into 21 lots numbered 18 through 38.

Easement Area

Right of Way Easement as described as follows:

Section 29, Township 77 North, Range 26 West of 5th P.M., Madison County, Iowa;

A twenty foot (20 ft.) wide easement from the centerline of the road beginning at 41.440598, -93.868425 within the above-described property, 837 ft. thence 0° 34' 53" to a point on the road;
44 ft. thence 89° 59' 59" following the curve the road;
1,621 ft. thence 359° 4' 10" to a point on the road;
75 ft. thence 11° 34' 39" following the curve of the road;
32 ft. thence 325° 48' 49" following the curve of the road;
79 ft. thence 301° 56' 39" following the curve of the road;
32 ft. thence 288° 22' 48" following the curve of the road;
1,555 ft. thence 263° 1' 43" to a point on the road to the termination for an approximate total of 4,275 ft. from the beginning.

A twenty foot (20 ft.) wide easement from the centerline of the road beginning at 41.442896, -93.868394 within the above-described property, 256 ft. thence 271° 18' 16" to a point on the road;
18 ft. thence 251° 4' 11" following the curve the road;
38 ft. thence 229° 33' 2" following the curve of the road;
22 ft. thence 285° 26' 15" following the curve of the road;
21 ft. thence 304° 26' 50" to a point on the road to the termination for an approximate total of 355 ft. from the beginning.

A twenty foot (20 ft.) wide easement from the centerline of the road beginning at 41.445836, -93.868231 within the above-described property, 658 ft. thence 253° 17' 59" to a point on the road;
23 ft. thence 271° 50' 3" following the curve the road;
22 ft. thence 284° 30' 55" following the curve of the road;
21 ft. thence 267° 2' 9" following the curve of the road;
18 ft. thence 246° 6' 22" following the curve of the road;
41 ft. thence 194° 19' 39" to a point on the road to the termination for an approximate total of 783 ft. from the beginning.

