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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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

Phone #: 605-995-1777

TELECOMMUNICATIONS EASEMENT

Grantor: Name: Kristopher E. Porter and Joy L. Porter

Address: 2233 Holliwell Valley Ct

Winterset, IA 50273

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 12/16, 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:

Kristopher E. Porter

Print Name: Kristopher E. Porter

Joy L. Porter

Print Name: Joy L. Porter

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on the 16 day of December, 2024 by

Diane M. Avery

Diane M. Avery (IOWA)

Notary Public in and for said State

My commission expires: June 16, 2025

(SEAL)



Exhibit A

Legal Description of Easement Premises

**Lot Sixteen (16), Holliwell Valley Subdivision, in Section Five (5), Township Seventy-five (75)
North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.**

Easement Area

Right of Way Easement as described as follows:

Section 05, Township 75 North, Range 27 West of 5th P.M., Madison County, Iowa;
PIN: 520100520180000

A twenty foot (20 ft.) wide easement from the centerline of the road beginning at 41.324867, -93.981838 within the above-described property, 87 ft. thence $162^{\circ} 47' 32''$ to a point on the road;

47 ft. thence $174^{\circ} 14' 16''$ following the curve of the road;

73 ft. thence $180^{\circ} 51' 49''$ following the curve of the road;

43 ft. thence $193^{\circ} 23' 25''$ following the curve of the road;

24 ft. thence $226^{\circ} 32' 36''$ following the curve of the road;

145 ft. thence $257^{\circ} 48' 51''$ to a point on the road;

37 ft. thence $248^{\circ} 33' 44''$ going to the east to the termination for an approximate total of 456 ft. from the beginning.

Kristopher and Joy Porter Easement Map

OmniTel Communications
August 2024

Township 75N Range 27W Section 05
PIN: 520100520171000

