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Document 2024 2069 Type 03 006 Pages 3 Date 8/26/2024 Time 10:16:04AM Rec Amt \$17.00

Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

NIKOLAUS J. SCHULTE

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

PREPARED BY AND RETURNED TO

ELECTRIC/TELECOMMUNICATION FACILITIES EASEMENT LOCATION MAP 42, SECTION 15, MEMBER #322 WO# 230340

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, _("Grantor(s)"), L & C VENTURES LLC PO BOX 8, HOPKINTON, IA 52237 do(es) ADDRESS 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 electric and telecommunication lines and appurtenant equipment, including but not limited to poles, towers, switches, crossarms, insulators, wires, cables, guy-wires, conduit, antennas, fiber optics, pad mounted enclosures. transformers, ground connections, and fixtures (the "Facilities") for transmitting electricity, communications, and all corporate purposes, together with the right to extend to any other party the right to use such Facilities, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over, and across Grantor(s) lands located in Delaware County, lowa and described as:

A twenty foot (20ft) width centered on the routing of the Facilities located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 15 (S15) of Township Eighty-Eight North (T88N), Range Five West (R5W), of the Fifth Principal Meridian (5PM). Recorded by the Delaware County Assessor as Parcel ID: 250140106100.

(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 buildings, structures, plants, or other obstructions on the Premises within fifteen feet (15') of the Facilities.

Grantor(s) also conveys the right and privilege to trim, cut down or control and eradicate the growth of any trees or other vegetation on the Premises to keep them clear of Facilities by at least fifteen feet (15'), and 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.

Grantor(s) understands Premise(s) are located within an existing floodplain. Grantor(s) has requested a Cooperative-owned extension of Facilities providing services to the Premise(s). It is also agreed the Grantor(s) will upfront compensate the Cooperative the full purchase price of the materials necessary to provide the services. If any damage occurs to the Facilities at any point in time due to floodwater or as a result of Facilities being in the floodplain, the Grantor(s) agrees to pay for 100% of the cost to repair or replace damaged Facilities. The Cooperative will estimate the cost of repair/replacement and Grantor(s) will submit payment prior to repair/replacement work occurring. Grantor(s) agree to contact the Cooperative any time water levels rise to imminent flooding risk and whenever water levels exceed the established grade line. These terms persist with the Premise(s), regardless of any future transfer of ownership, while the Facilities remain installed.

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 be entitled at any time to assign this Easement, in whole or in part, and to record an instrument evidencing such assignment.

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 _	day of	April , 2024	!
		GRANTOR(S):	
		Ву:	
		Printed: <u> PSS</u>	Mayour
		Ву:	
		Printed:	

ALL PURPOSE ACKNOWLEDGMENT CAPACITY CLAIMED BY SIGNER STATE OF IOWA COUNTY OF Jones ss: INDIVIDUAL **CORPORATE** Title(s) of Corporate Officers(s): On this <u>lst</u> day of <u>Apr: 1</u>, AD. 20<u>24</u>, before me, the undersigned, a Notary Public in and for said State, personally appeared N/A Corporate Seal is affixed Randall Less No Corporate Seal procured PARTNER(s) Limited Partnership to me personally known or ______ provided General Partnership to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and _ ATTORNEY-IN-FACT __ EXECUTOR(s), acknowledged to me that he/she/they executed the _ ADMINISTRÀTOR(s), same in his/her/their authorized capacity(ies), and _ TRUSTEE(s): that by his/her/their signature(s) on the instrument the _ GUARDIAN(s) person(s), or the entity upon behalf of which the _ CONSERVATOR(s) person(s) acted, executed the instrument. _ OTHER Commission Number 850795
My Commission Expires
9/13/2424 SIGNER IS REPRESENTING: List name(s) of persons(s) or entity(ies): Randell LESS - Manager Land C Ventures LLC

Notary Public in and for the State of 1000