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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Jeffrey J Geistkemper

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

PREPARED BY AND RETURNED TO

TELECOMMUNICATION FACILITIES EASEMENT  
LOCATION: Cedar Cove Road Assn-Turtle Creek Camp

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, Allan L & Ruth M Boge (Husband & Wife) ("Grantor(s)"), do(es) 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 telecommunication lines and appurtenant equipment, including but not limited to cables, guy-wires, anchors, conduit, fiber optic equipment, ground connections, and fixtures (the "Facilities") for transmitting, communications, and all corporate purposes. Pursuant to the provisions hereof, upon, under, over, and across Grantor(s) lands located in Delaware County, Iowa and described as:

**A 20' foot easement centered upon the Alliant Energy Power line located through:**

**Lot 1 of Boge's Frist Addition - A subdivision of Part of lot 1 of the subdivision of lot 1 of the SE1/4 of the NE1/4 of Section 26, T88N R 5W of the 5<sup>th</sup> PM. Filed of record in the office of the Delaware County Recorders at Book 2001 at page 2996.**

**AND**

**Part of lot 1 of the subdivision of lot 1 of the SE1/4 of the NE1/4 of Section 26, T88N R 5W of the 5<sup>th</sup> PM.**

**AND**

**Parcel M, Part of the SE1/4 of the NE SE1/4 of the NE1/4 of Section 26, T88N R 5W of the 5<sup>th</sup> PM Filed of record in the office of the Delaware County Recorders at Book 200 at page 755.**

**Parcel # 250250206860**

(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 new buildings, structures, plants, or other obstructions on the Premises within (10') of the Facilities.

Grantor(s) also conveys the right and privilege to trim, or control the growth of any trees or other vegetation on the Premises to keep them clear of Facilities by at least eight feet (10'), and remove 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.

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 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 19<sup>th</sup> day of April 2024.

**GRANTOR(S):**

By:   
Allan L Boge

By:   
Ruth M Boge

ALL PURPOSE ACKNOWLEDGMENT

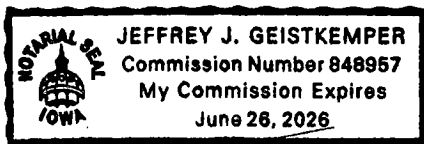
STATE OF Iowa )

COUNTY OF Delaware )

On this 19<sup>th</sup> day of April, AD. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Allan L & Ruth M Boge (Husband & Wife)

to me personally known or provided to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



NOTARY SEAL

[Signature]  
(Sign in Ink)

Jeffrey J. Geistkemper  
(Print/type name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER**

XX INDIVIDUALS  
       CORPORATE  
Title(s) of Corporate Officers(s):

       Managing Members N/A  
       Corporate Seal is affixed  
       No Corporate Seal procured

       PARTNER(s)  
       Limited Partnership  
       General Partnership

       ATTORNEY-IN-FACT  
       EXECUTOR(s),  
       ADMINISTRATOR(s),  
       TRUSTEE(s):  
       GUARDIAN(s)  
       CONSERVATOR(s)  
       OTHER

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):

Allan L & Ruth M Boge

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