

Book 2023 Page 3132 Type 06 001 Pages 3

Date 12/20/2023 Time 2:44:48PM Rec Amt \$17.00

INDX V ANNO SCAN

CHEK

BRANDY MACUMBER. COUNTY RECORDER MADISON COUNTY IOWA

Prepared by:

Vantage Point Solutions on behalf of Interstate Cablevision LLC 608 E Congress St.

Nora Springs, IA 50458 605 995 1755

## **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Whether one or more) **Daniel & Edith**Linnett of 3036 133<sup>rd</sup> Court Van Meter, IA 50261 do hereby grant and convey to INTERSTATE

CABLEVISION LLC of Nora Springs, Iowa, 50458 and to its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such underground facilities as Interstate Cablevision may require for the provisioning of communications services upon, over, under and across the following described land which Grantor(s) own or in which Grantor(s) have any interest, situated in the County of Madison County, Iowa, and more particularly described as follows:

Lot 26B of the Replat of Lots 20, 26, and 28 of Woodland Valley Estates Plat No. 2 Subdivision located in the South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section 21, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, together with an undivided 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 the Declaration of Association for Woodland Valley Estates Plat No. 2 Subdivision filed in Book 2006, Page 2763 of the Madison County Recorder's Office, and any supplements and amendments thereto

Interstate Cablevision shall have the right of ingress and egress over and across the land of the Grantor(s) to and from the above-described property for the above-described purposes. Interstate Cablevision shall be responsible for all damage caused to Grantor(s) arising from Interstate Cablevision's exercise of the rights and privileges granted herein, including crop damage.

The Grantor and their Tenant shall be held harmless if facilities are accidentally damaged while performing generally accepted property maintenance by the Grantor or their Tenant as long as facilities are located per Iowa One Call laws. Said hold harmless does not extend to contractors hired by Grantor or Grantee.

Grantor(s) reserve the right to occupy, use, and cultivate the land subject to this Easement for all purposes not inconsistent with, nor interfering with, the rights granted herein.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The undersigned agree that all fiber optic cables, pedestals, and associated facilities necessary for provisioning of communications services, installed on the above-described premises at Interstate Cablevision's expense shall remain the property of Interstate Cablevision, removable at the option of Interstate Cablevision. When possible, Interstate Cablevision's facilities will be placed in the fence line and/or on the right-of-way line. If pedestals are needed, they will stand approximately four (4) feet above the ground and will not interfere with the cultivation of the land.

My Commission Expires

Daniel & Edith Linnett

**Exhibit A** 

Interstate Cablevision LLC 608 E Congress St. Nora Springs, IA 50458

