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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Return to:

Prepared by:
Vantage Point Solutions on behalf of
Interstate Cablevision LLC
608 E Congress St.
Nora Springs, IA 50458
W05 999 1755

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Whether one or more) **Benjamin D. Total** of **2965 133rd 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:

Lots 3 and 3A of Replat of Lots Three (3), Four (4), Eleven (11) and Twelve (12) of Plat No. 1 of the Woodland Valley Estates Subdivision located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty (20) and in the South Half (1/2) of the Northwest Quarter (114) of Section Twenty-one (21), ALL in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, together with an undivided 1/31st interest in all common areas as set forth in the Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2004, Page 6107 of the Madison County Recorder's Office, and as amended by the First Amendment thereto filed in Book 2006

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.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have executed this Easement on January 23
(month and date), 20 24



(Representative of Benjamin D. Totel)

STATE OF IOWA

COUNTY OF Madison

ON this 24th day of January, 20 24

before me, Riata Snyder, the undersigned officer, personally

appeared Benjamin Totel known to me (or described in, and who executed the within instrument and acknowledge to me that he (or they) execute the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

Riata Snyder

Notary Public



