

BK: 2025 PG: 3058
Recorded: 11/13/2025 at 8:20:45.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

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

605-995-1777

TELECOMMUNICATIONS EASEMENT

Grantor: **Name:** Lynne M. Grossman Living Trust

 Address: 31166 Vintage Pt.

 Waukee, IA 50263

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
 605-995-1777

This Telecommunications Easement (this "Easement") is dated effective as of May 31, 2025 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:
Lynne M. Grossman, Trustee
Lynne M. Grossman, Trustee

STATE OF IA, COUNTY OF Dallas, ss:

This record was acknowledged before me on the 31 day of may, 2025
Kara Engel

Kara Engel
Notary Public in and for said State
My commission expires: 5/12/26



KARA ENGEL
Commission No. 864634
My Commission Expires
5/12/2026

Exhibit A

Legal Description of Easement Premises

The Northeast Fractional Quarter (NE Fr. 1/4) of the Northwest Quarter (NW 1/4) and all that part of the North Fractional Half (N Fr. 1/2) of the Northeast Quarter (NE 1/4) lying and being North and West of the center of the channel of Middle River and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) (except therefrom all that part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) lying and being South and East of the center of the channel of Middle River, and also except a tract commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and running thence East on the south line thereof to the Southeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), thence North 28 rods, thence West 73 rods, thence North 2° East 4 rods, thence North 75° West 5 rods thence North 88° West 19.95 chains, thence South 2° West 8.84 chains to the place of beginning) of Section Four (4), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M.; and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-three (33), and all that part of the West three-fourths (W 3/4) and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the North 18 Acres of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) lying North and West of the center of the channel of Middle River, in Section Thirty-four (34) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.; and a tract of real estate described as follows, to-wit: Commencing at the Northwest Corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., thence due South 2 chains, thence West 11° South 11 chains, thence South 35° West 4.60 chains, thence West 7° North 7.60 chains, thence West 35° South 6 chains, thence West 1° South 4 chains, thence North 28° West 3.70 chains, thence West 3° South 12.30 chains to the West line of the East one-fourth (E 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-four (34), thence South along said West line 7.50 chains to the center of the main channel of Middle River, thence following the center of the main channel of Middle River easterly to the point where the main channel of Middle River crosses the North line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of section Thirty-five (35) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., thence Westerly along the half-section line of Sections Thirty-five (35) and Thirty-four (34) to the point of beginning, Madison County, Iowa

EXCEPT THE FOLLOWING-DESCRIBED TRACT:

That part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Four (4), Township Seventy-five (75) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, lying South of a Madison County Highway centerline, exclusive of existing highway right of way and except that part of the said Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) lying south of the natural channel of Middle River. Said highway centerline described as follows:
Commencing at the Southwest corner of Northeast Quarter (NE 1/4) of said Section Four (4); thence on an assumed bearing of North 00°00'00" East 549.66 feet to the centerline of said highway; thence South 88°38'24" East along said centerline 328.75 feet; thence South 86°50'32" East 566.03 feet along said centerline to the beginning of a nontangential curve; thence southeasterly along said centerline and curve concave to the south 463.02 feet, chord bearing South 70°11'15" East, radius of 716.20 feet and central angle of 37°02'30" to the point of termination of said centerline.

AND EXCEPT

Parcel "A" located in the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-seven (27) West, in the Northwest Quarter (¼) of the Northeast Quarter (¼) and in the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section Four (4), Township Seventy-Five (75) North, Range Twenty-seven (27) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the South Quarter corner of Section 33, T76N, R27W of the 5th P.M., Madison County, Iowa; thence, along the West line of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section 33, North 00°00'00" East 563.70 feet; thence North 84°05'49" East 648.57 feet; thence South 28°45'26" West 947.92 feet; thence South 50°32'15" West 725.06 feet; thence North 89°57'35" West 975.63 feet to the West line of the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section 4, T75N, R27W; thence, along said West line, North 01°58'53" East 660.00 feet to the Northwest corner of said Northeast Quarter (¼) of the Northwest Quarter (¼); thence South 89°57'35" East 1303.61 feet to the Point of Beginning. Said Parcel "A" contains 26.974 acres. Ingress-Egress Easement Description: A fifty foot (50') wide ingress-egress easement located in the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section 33 in Township 76 North, Range 27 West and in the Northwest Quarter (¼) of the Northeast Quarter (¼) and in the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section 4, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, said fifty foot (50') wide easement lies 25' on both sides of the following described centerline: Commencing at the Northwest Quarter (¼) of the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section 33, T76N, R27W of the 5th P.M., Madison County, Iowa; thence, along the West line of said Southwest Quarter (¼) of the Southeast Quarter (¼), South 00°00'00" West 743.65 feet; thence North 84°05'49" East 679.42 feet; thence South 71°19'47" East 16.32 feet to the Point of Beginning of the Centerline of a 50' wide ingress-egress easement; thence, along said centerline, South 28°45'26" West 961.76 feet; thence South 50°32'15" West 1722.82 feet; thence South 19°24'21" West 728.93 feet to the centerline of county road and the terminus of said easement; AND Parcel "B" located in the Northeast Fractional Quarter (¼) of the Northwest Quarter (¼) of Section Four (4), Township Seventy-Five (75), Range Twenty-seven (27), West of the 5th P.M. Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of the Northeast Fractional Quarter (¼) of the Northwest Quarter (¼) of Section 4, Township Seventy-Five (75), Range Twenty-seven (27), West of the 5th P.M. Madison County, Iowa; thence South 1°58'53" West along the West line of the Northeast Fractional Quarter (¼) of the Northwest Quarter (¼) of said Section 4, 659.92 feet to the Point of Beginning; thence South 89°57'35" East, 975.63 feet to a point on the West line of a 50-foot wide Ingress-Egress Easement; thence South 50°32'15" West along the West edge of said Easement, 657.32 feet; thence North 89°57'35" West 482.47 feet to a point on the West line of the Northeast Fractional Quarter (¼) of the Northwest Quarter (¼) of said Section 4; thence North 1°58'53" East along the West line of the Northeast Fractional Quarter (¼) of the Northwest Quarter (¼) of said Section 4, 418.50 feet to the Point of Beginning. Said Parcel Contains 7.000 acres.

AND

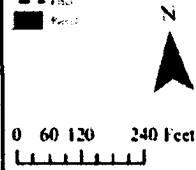
Parcel "B" located in the Southwest Quarter of the Southeast Quarter of Section 33, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the SW ¼ of the SE ¼ of Section 33, T76N, R27W of the 5th P.M., Madison County, Iowa; thence, along the North line of said SW ¼ of the SE ¼, North 89°22'09" East 559.86 feet; thence South 00°46'05" West 386.56 feet; thence North 90°00'00" East 478.96 feet; thence South 02°01'44" West 324.19 feet; thence North 86°11'16" West 319.33 feet; thence North 71°19'47" West 29.22 feet; thence South 84°05'49" West 679.42 feet to the West line of said SW ¼ of the SE ¼; thence, along said West line, North 00°00'00" East 743.65 feet to the Point of Beginning. Said parcel contains 12.523 acres.



Vantage Point Solutions
1211 14th Avenue SE, Winterset, IA 50273
(515) 321-1101

Easement Area
OmniTel Communications
Parcel # 520100448030000 & 520100442001000
SEC 4 T 75N R 27W
LYNNE M GROSSMAN LIVING TRUST
Holliswell Bridge Rd, Winterset, IA 50273



A twenty foot (20 ft) wide easement from the centerline of the road with the above-described property as pictured below

