

BK: 2026 PG: 103  
Recorded: 1/12/2026 at 11:21:01.0 AM  
Pages 4  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.41  
Combined Fee: \$25.41  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Prepared by:** Vantage Point Solutions, 2211 N Minnesota Street, Mitchell, SD 57301, 605-995-1777

**On Behalf of:** Interstate Cablevision LLC, 608 E Congress St, Nora Springs IA 50458 641-749-2531

### **EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the undersigned, **SARGENT FARMS, L.C.**, an Iowa limited liability company, of 1305 50th Street, West Des Moines, Iowa 50266 ("Grantor"), does hereby grant and convey to **INTERSTATE CABLEVISION, LLC** of 608 E Congress Street, Nora Springs, Iowa 50458 ("Grantee"), and to its successors, assigns, lessees, licensees and agents, a perpetual easement (the "Easement") to construct, reconstruct, operate, maintain and remove such underground facilities as Grantee may reasonably require for the provisioning of communications services upon, over, under and across the following described real estate, which Grantor owns, situated in the County of Madison County, Iowa, and more particularly described and depicted on **Exhibit A** attached hereto (the "Easement Area").

Grantee shall have the right of ingress and egress over and across the land of Grantor more particularly described on **Exhibit B** ("Grantor's Land"), to and from the Easement Area for the above-described purposes. Grantee shall keep and maintain Grantee's facilities located within the Easement Area in good repair, maintenance and condition. Grantee shall restore and repair any damage to Grantor's Land resulting in any way from the use of this Easement. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges granted herein, including crop damage.

Grantee shall hold Grantor and its tenants harmless if Grantee's facilities are damaged while performing generally accepted property maintenance by Grantor or its tenants as long as such facilities are located per Iowa One Call laws. Said hold harmless does not extend to contractors hired by Grantor.

Grantor reserves the right to occupy, use, and cultivate Grantor's Land and the Easement Area 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 and installed within the Easement Area at Grantee's expense shall remain the property of Grantee and shall be removable at the option of Grantee. Grantee shall restore and repair any damage to Grantor's Land resulting from such removal. When possible, Grantee's facilities shall be placed in the fence line and/or on the right-of-way line. If pedestals are needed, they

shall stand no more than four (4) feet above the ground and shall not interfere with the cultivation of Grantor's Land.

The undersigned covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, the undersigned has executed this Easement on the 2<sup>nd</sup> day of April, 2024.

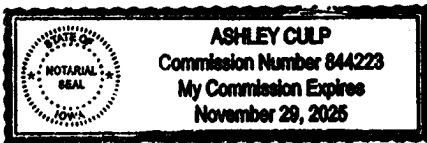
**SARGENT FARMS, L.C.,**  
an Iowa limited liability company

By: Diane R. Cutler  
Diane R. Cutler Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on April 2<sup>nd</sup>, 2024, by Diane R. Cutler, Manager of Sargent Farms, L.C.

By: Ashley Culp  
Notary Public



**EXHIBIT A  
DEPICTION OF EASEMENT AREA**



= Easement area, this is 12 foot wide

**EXHIBIT B**  
**GRANTOR'S LAND**

The Northeast Fractional Quarter (1/4) of the Northwest Fractional Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

(Parcel No. 011011242000000)

AND

The Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

(Parcel No. 011011248000000)