

BK: 2026 PG: 104  
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Pages 3  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.32  
Combined Fee: \$20.32  
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 MEN BY THESE PRESENTS, that the undersigned, (Whether one or more) **Fred Howell of 3145 Howell Court Cumming, IA 50061** 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:

**Parcel "C" in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 22, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa** more particularly described as follows: Commencing at the Center of Section 22, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence along the Quarter Section Line, North 83 degrees 55'43" East, 1,232.68 feet to the Point of Beginning. Thence continuing along said Quarter Section line, North 83 degrees 55'43" East, 201.19 feet; thence along the East line of Howell Tree Farm, North 00 degrees 01'25" East, 718.46 feet; thence North 90 degrees 00'00" West, 311.58 feet along the North line of Howell Tree Farm; thence South 00 degrees 00'00" West, 531.81; thence South 28 degrees 08'33" East, 235.81 feet to the Point of Beginning and containing 4.974 acres.

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 December 23  
(month and date), 2023.

Fred Howell  
(Representative of Fred Howell)

STATE OF IOWA

COUNTY OF Madison

ON this 17<sup>th</sup> day of December, 20 23,  
before me, Christi Gray, the undersigned officer, personally  
appeared Fred Howell 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.

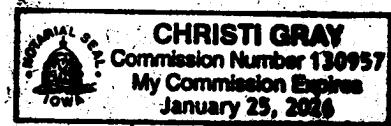
In witness whereof I hereunto set my hand and official seal.

My commission expires:

1-25-24

Notary Public

Christi Gray



**Fred Howell**

**Exhibit A**

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

