



Document 2026 796

Book 2026 Page 796 Type 06 001 Pages 5
Date 3/24/2026 Time 3:07:45PM
Rec Amt \$27.00

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: Vantage Point Solutions, 2211 N Minnesota Street, Mitchell, SD 57301 on behalf of Farmers Mutual Telephone Company and subsidiaries 605-995-1777

TELECOMMUNICATIONS EASEMENT

Grantor: Name: Woodland Valley Estates Association, Inc.

Address: PO Box 109, Van Meter, IA 50261

Grantee: Name: ~~Farmers~~ *Farmers* Mutual Telephone Company, Inc and subsidiaries

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 March 23rd, 2026 and is between the **Grantor** identified above and the **Grantee** identified above, together with Grantee's lessees, licensees, successors and assigns.

WHEREAS, Grantor has the authority to grant easements related to the 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, vaults, connector terminals, repeaters, testing terminals, and other route markers ("Permitted Above-Ground Items") 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. Grantee Commitments. Notwithstanding any other provisions of this Easement, Grantee hereby agrees to the following commitments:

a. Grantee shall install Permitted Above-Ground Items adjacent to existing pedestals and telecommunications Facilities wherever possible.

b. Other than the Permitted Above-Ground Items described in Section 2, Grantee shall not place above ground structures or equipment on the Easement Premises without first obtaining the prior written consent of Grantor, and, if applicable, any affected landowner(s);

c. Grantee shall not remove any obstructions or structures from the Easement Premises without first obtaining the written consent of Grantor and, if applicable, any affected landowner(s); provided, however, that Grantee may remove, without consent, any obstructions, structures, or landscaping that interfere with Grantee's access to, maintenance of, or operation of any pedestals, equipment, or facilities located within the Easement Premises.

d. Grantee shall, at its sole cost and expense, promptly restore the Easement Premises and any adjacent property disturbed by its activities to substantially the same condition that existed immediately prior to such activities, ordinary wear and tear excepted. This includes, but is not limited to, compacting soil, reseeded, removing debris, and correcting any settling that may occur within a year of Grantee's activities.

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 that Grantor has good and lawful authority to convey the Easement as contemplated herein. Grantor shall defend the Easement and Grantee's rights hereunder against any and all claims challenging Grantor's authority to grant the Easement.

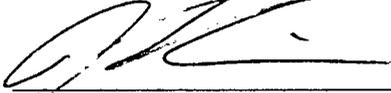
7. Further Assurances. Each of the parties hereto agrees to take or cause to be taken further actions, to sign and deliver or cause to be signed and delivered such further instruments and documents and to use its best efforts to obtain such requisite consent as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms and conditions of the Easement.

(Signature page to follow)

IN WITNESS WHEREOF, this Easement is being granted effective for all purposes as of the date set forth in the introductory paragraph above:

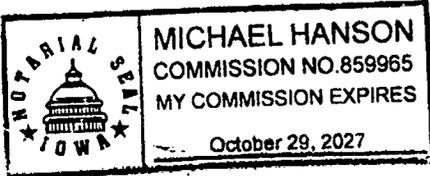
GRANTOR:

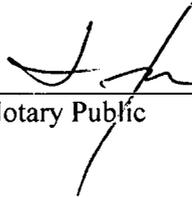
WOODLAND VALLEY ESTATES ASSOCIATION, INC., an Iowa nonprofit corporation


By: Josh Kaiser, President

STATE OF IOWA, COUNTY OF MADISON, SS:

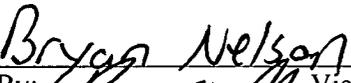
This record was acknowledged before me on the 23 day of March, 2026 by Josh Kaiser, President of Woodland Valley Estates Association, Inc.




Notary Public

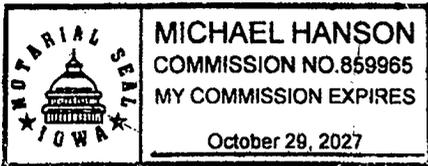
GRANTEE:

Farmers Mutual Telephone Company, Inc an Iowa corporation


By:  Vice President of Business Development

STATE OF Iowa, COUNTY OF Madison, SS:

This record was acknowledged before me on the 23 day of March, 2026 by Bryan Nelson, Vice President of Business Development of Farmers Mutual Telephone Company, Inc



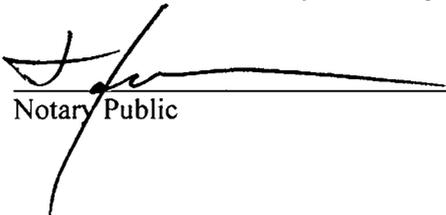

Notary Public

Exhibit A

Legal Description of Easement Premises

The utility easements shown on the Woodland Valley Estates Plat No. 1 Subdivision filed in Book 2004, Page 6107 and the Woodland Valley Estates Plat No. 2 Subdivision filed in Book 2006, Page 2763, as amended, all in the Madison County, Iowa Recorder's Office.