BK: 6342 PG: 107
Recorded: 2/9/2022 at 10:47:12.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording

return to:
Danett Kennedy-720-888-6461
Sr. Manager Network
Infrastructure Services
1025 Eldorado Blvd,
Broomfield, Co 80021

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned Watts Group Development, Inc. ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation, d/b/a CenturyLink QC its successors, assigns, and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove ***a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities")*** over, under and across that portion of the following property located in the County of Johnson, State of Iowa, which Grantor owns ("Easement Tract"), which portion of the following property is described on the Preliminary Plat for Trail Ridge Estates, Solon, Iowa as a) the 10' Public Utility Easement; b) the -"5' Private Easement for CenturyLink" and c) the "8' Private Easements for CenturyLink," all as further described as follows:

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT.

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent; PROVIDED, however, that Grantor may (i) grant easement rights to third party utility providers over, under and across the public utility easement ground adjacent to the Easement Tract for placement of utility facilities, and (ii) place and allow to be placed service lines over, under and across the Easement Tract from the utility facilities located in the public utility easement to and from the residences located on Grantor's land. The grant of this Easement shall not impair any non-exclusive rights Grantee has as a telecommunications services provider to utilize the remainder of the 10' Public Utility Easement set forth on said Preliminary Plat.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed this 28 day of January, 2022.

GRANTOR:

Watts Group Development, Inc. an Iowa Corporation

By: Gary Watts

Printed Name: Gary Watts

Title: President

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 28 day of January, 2022, by Gary Watts as President of Watts Group Development, Inc., an Iowa corporation.

My commission expires: May 4, 2024

WITNESS my hand and official seal.

Notary Public

NOTARIAL SEAL IOWA
CAITLIN M HAUGHT-HELBING
Commission Number 831804
My Commission Expires
May 4, 2024

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

BEGINNING AT THE NORTHWEST CORNER (NW ¼) OF SECTION 23, TOWNSHIP 81 NORTH, RANGE 6 WEST OF THE 5TH P.M., JOHNSON COUNTY, IOWA; THENCE ALONG THE WEST LINE OF SAID SECTION 23 S00°37'38"E, 1583.31 FEET; THENCE CONTINUING ALONG SAID WEST LINE S01°01'22"E, 871.13 FEET; THENCE S37°26'52"E, 276.67 FEET; THENCE S89°58'20"E, 394.60 FEET; THENCE N00°04'02"E, 219.92 FEET; THENCE S83°08'56"E, 495.36 FEET; THENCE S48°47'21"E, 244.92 FEET; THENCE N89°55'55"E, 93.88 FEET; THENCE N00°41'59"W, 660.65 FEET; THENCE N89°49'01"E, 1310.88 FEET; THENCE N00°55'15"W, 829.02 TO THE RIGHT OF WAY LINE OF HIGHWAY #382; THENCE ALONG SAID ROW LINE N61°03'01"W, 135.32 FEET; THENCE ALONG SAID ROW N71°31'23"W, 137.53; THENCE ALONG SAID ROW N60°54'15"W, 913.88; THENCE S29°23'39"W, 374.02 FEET; THENCE N77°43'10"W, 249.86 FEET; THENCE N60°36'21"W, 135.94 FEET; THENCE N12°17'24"E, 480.69 FEET TO THE SAID ROW LINE; THENCE ALONG SAID ROW N69°56'39"W, 202.68 FEET; THENCE ALONG SAID ROW N66°50'13"W, 182.76 FEET; THENCE ALONG SAID ROW N66°29'33"W, 552.45 FEET; THENCE N89°38'43"W, 299.14 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 104.39 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

AND

BEGINNING AT THE NORTH QUARTER (N ¼) OF SECTION 23, TOWNSHIP 81 NORTH, RANGE 6 WEST OF THE 5TH P.M., JOHNSON COUNTY, IOWA; THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N89°38'43"W, 2020.21 FEET TO THE RIGHT OF WAY LINE OF HIGHWAY #382; THENCE ALONG SAID ROW LINE S68°48'43"E, 437.19 FEET; THENCE 607.87 FEET ALONG SAID ROW ON A 4411.80 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING S64°51'53"E, 607.38 FEET); THENCE ALONG SAID ROW S60°55'03"E, 1044.39 FEET; THENCE ALONG SAID ROW S61°03'01"E, 189.78 FEET; THENCE N00°55'15"W, 1003.13 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 21.52 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

This Easement Grant includes all the following:

1. Easement rights in and to the Public Utility Easements ("PUEs") delineated on the Final Plat for Trail Ridge Estates, Solon, Iowa.

2. A five-foot (5') Private Utility Easement (or similarly named easement) corridor adjacent to the above-referenced Public Utility Easements (on the side of the PUE away from the street), and to be included on the periphery of each subdivided lot comprising the Project, together with pocket easements for pedestals as needed.

3. An eight-foot (8') Private Utility Easement located on both sides of the right of way comprising Highway 382, and

4. An eight-foot (8') Private Utility Easement located along the westerly and easterly boundaries of the Property.