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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Jeanne Archie - ITC Midwest, LLC – 201 3rd Street, SE, Suite 300, Cedar Rapids, Iowa 52401 (319) 364-6600
Tax Statement to:
Prepared By: – Brandy Stark – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Donald J. Pottebaum and Jean K. Pottebaum, Husband and Wife** ("Grantor(s)"), **ADDRESS** , 1773 265th Ave., Earlville, Ia., 52041, do(es) hereby warrant and convey unto ITC Midwest, LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Delaware and the State of Iowa:

The East Half (E½) of Section Six (6), Township Eighty-nine (89) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa, as indicated by the fence now running North and South through said Section on a line a little West of the centerline of said Section as originally surveyed and as shown by the plat recorded on March 9, 1934, in Town Plats Book 1, Page 148 thereof, in the records of the Recorder of Delaware County, Iowa, EXCEPT the North 2,414.10 feet thereof, **AND ALSO EXCEPT** the rights of way across said land of the Chicago, Milwaukee and St. Paul Railway and of the Chicago Great Western Railway, **AND FURTHER EXCEPTING** the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), **AND FURTHER EXCEPTING** that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) lying South of the right of way of the Chicago Great Western Railway and West of the right of way of the Chicago, Milwaukee and St. Paul Railway; **AND** all that part of the CMC Heartland Partners' (the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company Corridor) right of way lying in the East Half (E½) of Section Six (6), Township Eighty-nine (89) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa, being the 100 foot wide and 150 foot wide corridor lying Northerly of a line drawn perpendicular through a point across said corridor, said point being the point of termination of the following-described line: Beginning at the intersection of the centerline of County Highway D-13 and the centerline of the aforementioned Railroad Company's main track; thence Northerly along a 1909.86 foot radius curve with a central angle of 19°26'24" a distance of 648.00 feet; thence 315.20 feet along a tangent to the point of beginning; **AND** all that part of the CMC Heartland Partners' (the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company Corridor) right, title and interest lying in the South Half (S½) of the Southeast Quarter (SE¼) of Section Six (6), Township Eighty-nine (89) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa, in a strip of land 100 feet in width being 50 feet on either side of the following-described centerline: Beginning at the intersection of the centerline of County Highway D-13 and the centerline of the aforementioned Railroad Company's main track; thence Northerly along a 1909.86 foot radius curve, with a central angle of 19°26'24" a distance of 648.00 feet; thence 315.20 feet along a tangent to the point of termination; also including all 50 foot width property abutting and adjacent to said 100 foot wide strip; **EXCEPTING** from the above parcel all that part lying South of the North line of the right of way of the Chicago Great Western Railway.

The rights herein granted shall be limited to an Easement strip 150 feet in width, being 75 feet each side of the centerline, or extensions thereof, of an electric transmission line as located and so constructed on or adjacent to the above-described property;

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this 30 day of April, 2009.

GRANTOR(S)

By: Donald J. Pottebaum
Donald J. Pottebaum

By: Jean K Pottebaum
Jean K. Pottebaum

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 30 day of April, AD. 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared

Donald J Pottebaum
Jean K Pottebaum

_____ to me personally known

or satisfactory X provided to me on the basis of evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Paul Gibson
(Sign in Ink)

PAUL GIBSON
NOTARIAL SEAL
Commission Number 757669
My Commission Expires
3-31-2013

Paul G. Gibson
(Print/type name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____

_____

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

_____

_____

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):
Self