Parcel # 03-32-30-03400
Carla K Becker Auditor
Verified By: M Rowe

Book 2009 Page 4247

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Mark Pomerening – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
Tax Statement to:
Prepared By: Mark Pomerening – 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, **Innovative Ag Services, Co., an Illinois agricultural cooperative** ("Grantor(s)"), **ADDRESS** 19157 Amber Road X44 Monticello, IA 52310-7706 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:

That part of lot Twelve (12) of the subdivision of the East three-fourths (E ¾) of the South one-half (S ½) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 5, described as commencing at the Southwest corner of Lot Eleven (11) of said Subdivision, and running thence South two hundred (200) feet, thence East to the right-of-way of the Illinois Central Gulf Railroad Company, thence North along said right-of-way to a point directly East of the point of beginning, thence West to the point of beginning; also that part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., being a part of said Lot Twelve (12), described as commencing at the Southwest corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), thence East thirty three (33) feet, thence North nine hundred forty eight (948) feet to a point on the North line of the railroad spur easement, said point being the point of beginning, thence North three hundred twenty five (325) feet, thence East three hundred seventy four (374) feet, thence Southwesterly five hundred thirty six and six-tenths (536.6) feet along the Northerly line of the railroad spur easement, concave Northwesterly, with a radius of three hundred ninety and three-tenths (390.3) feet to the point of beginning; the West line of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) is assumed to bear due North and South.

The easement area being a strip of land 10' in width and 110' in length located on the above-described property and more particularly described by placement of the facilities at the time of construction.

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 29 day of OCT, 2009

GRANTOR(S)

By: Jack Friedman CEO
INNOVATIVE Ag SERVICES
Jack Friedman, CEO

By: _____

RUTH MANGOLD
Commission Number 143176
My Commission Expires
4/30/11

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Jones) ss:

On this 29 day of October, AD. 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared

Jack Friedman

CEO of Innovative Ag Services

_____

_____ to me personally known

or _____ provided to me on the basis of satisfactory 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 Ruth Mangold
(Sign in Ink)

Ruth Mangold
(Print/type name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
__x__ CORPORATE
Title(s) of Corporate Officers(s):
C.E.O.

_____ 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):
Innovative Ag Services