140.03.00.017-30
Parcel # 140.03.00.017-00
Carla Becker Auditor
Verified By: PHargraten

89-113

Book 2010 Page 809
Document 2010 809 Type 03 006 Pages 5
Date 3/19/2010 Time 1:30:18PM
Rec Amt ~~$29.00~~ $38.00

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) 297-6764~~
Prepared By: Brandy L. Stark - JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT is made as of 6/17, 2009, by and between Eric Smith and Sheila Smith, husband and wife, as joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, 1635 200th Ave. Manchester, Ia., 52057-8718, "Owner", and **ITC Midwest LLC**, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377, "ITC".

WHEREAS, Owner owns certain land in the Township of Delaware, County of Delaware, and State of Iowa ("Owner's Land"), described as follows:

Parcel "E" a part of Lot One (1) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa, as shown on the "Plat of Survey" filed in the Delaware County Recorder's Office on January 28, 2000, in Book 2000, Page 312.Lots One (1) and Four (4) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa except The East 171 feet of the South 332 feet 3 inches of Lot One (1) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M. Delaware County, Iowa, according to plat recorded in Book A Plats, Pages 80-92.

WHEREAS, Owner's predecessor in interest entered into a certain Right of Way Agreement, dated ~~Sept 6~~ Jan. 17, 1961, and recorded on ~~Feb. 14~~ June 21, 1961, in the office of the Delaware County, Iowa Recorder, in Book J, Page 316, whereunder Owner's predecessor in interest granted an easement for the use of Owner's Land (the "Easement") as set forth therein and on and subject to all of the terms and conditions set forth therein;

WHEREAS, ITC has certain rights and interests in the Easement, by virtue of a Partial Easement Assignment dated December 20, 2007, and recorded on January 17, 2008, in the office of the Delaware County, Iowa Recorder, in Book 2008 Page 174, pursuant to which it operates and maintains an overhead electric transmission line across Owner's Land;

WHEREAS, Owner and ITC have agreed on certain revisions to the terms and conditions of the Easement as to ITC's rights and interest in the Easement only, and for ease of reference, desire to restate the Easement as to ITC's rights and interests therein, to include all of said agreed-upon revisions as well as all unchanged provisions; it being understood that the terms and conditions of this Amended and Restated Easement Agreement, including all revisions from the terms and conditions set forth in the original Right of Way Agreement, shall unless otherwise specified herein be deemed effective as of the date hereof; and

WHEREAS, it is expressly understood that others, including but not limited to Interstate Power and Light Company, its successors and assigns, may have certain rights or interests by virtue of said Right of Way Agreement, which rights or interests are not in any way limited or released by this Amended and Restated Easement Agreement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Owner as hereinbelow, it is agreed that said Right of Way Agreement is amended and restated in its entirety, as to the rights and interests of ITC in said Right of Way Agreement only, to read as follows:

Electric Line Easement

Owner does hereby warrant and convey unto ITC, 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 ITC, 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:

> Parcel "E" a part of Lot One (1) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa, as shown on the "Plat of Survey" filed in the Delaware County Recorder's Office on January 28, 2000, in Book 2000, Page 312.Lots One (1) and Four (4) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa except The East 171 feet of the South 332 feet 3 inches of Lot One (1) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)of Section Three (3), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M. Delaware County, Iowa, according to plat recorded in Book A Plats, Pages 80-92.

The Easement area being Seventy-five feet (75') on both sides of the Utility line as it passes through of the above described property.

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

Owner 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.

Owner 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 ITC may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

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

Owner also grants to ITC the right of ingress and egress to said line or lines, over/under lands now owned by the Owner, for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and ITC agrees to pay to Owner 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 Owner or its tenants, by ITC or its contractors or employees while constructing, reconstructing, patrolling or repairing said line or lines.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Easement Agreement to be duly executed as of the day and year first above written.

Signed this 17 day of June, 2009

GRANTOR(S)

By: Eric Smith
Eric Smith

By: Sheila Smith
Sheila Smith

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 17 day of June, AD. 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared

Eric Smith and Sheila Smith

_____ 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

Michael L. Grove
(Sign in Ink)

Michael L. Grove
(Print/type name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

✓ 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):

selves

_____

MICHAEL L. GROVE
Commission Number 757863
My Commission Expires
8/15/2012

Signed this 5th day of March, 2010.

ITC MIDWEST LLC
By ITC Holdings Corp, its sole member

BY _____
Christine Mason Soneral
Vice President and General Counsel,
Utility Operations

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Michigan)

COUNTY OF Oakland) ss:

On this 5th day of MARCH, AD. 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared

Christine Mason Soneral,

vice president and general counsel

__X__ 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

LINDA E. SWEENEY NOTARY PUBLIC WAYNE COUNTY

_____
(Sign in Ink)

Linda E. Sweeney
(Print/type name)

Notary Public in and for the State of Michigan

LINDA E. SWEENEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 26, 2015
ACTING IN COUNTY OF OAKLAND

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
__X__ CORPORATE
Title(s) of Corporate

Officers(s):

Christine Mason Soneral, Vice President and General Counsel, Utility Operations

_____ 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):

ITC MIDWEST LLC by ITC Holdings Corp,

Its sole member