Carla Becker Auditor
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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

This Electric Line Easement ("Easement") is made as of the date signed below by and between **Duane F. Conrad and Patty Conrad, Husband and Wife,** 2528 197th Avenue, Manchester, IA 52057, ("Grantor(s)") and **ITC MIDWEST LLC**, 27175 Energy Way, Novi, MI 48377 ("ITC") a Michigan limited liability company, its successors and assigns ("Grantee").

Agreement

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby warrant and convey unto 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 the Northwest Fractional Quarter (NW Frl. ¼) of the Northeast Quarter (NE¼) **EXCEPT** the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Northwest Fractional Quarter (NW Frl. ¼) of the Northeast Quarter (NE¼), all in Section One (1), Township Eighty-nine (89) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa.

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.

Restrictive Covenant. 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.

Vegetation Management. 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.

Surveying. Grantee, its contractor or agent, may enter said premises for the purpose of pre-construction activities, including soil boring and making surveys and preliminary estimates immediately upon the execution of this easement.

Access. 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 pre-construction, 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.

Cave Indemnification. A natural cave lies within or in close proximity to the property subject to this Easement. In the interest of preserving said cave, Grantors and Grantee agree that Grantee will furnish written notice to Grantor at least thirty (30) days prior to commencing construction on the property subject to this Easement. Pre-construction surveys and soil boring shall not constitute the commencement of such construction. Upon receiving such notice, Grantors shall clearly mark the area of the underlying cave. If, during the construction phase of Grantee's construction, any damage to or partial collapse of the cave arises for which Grantee's construction is the sole proximate cause, such damage shall be repaired at the expense of Grantee, up to the cost of seventy-five thousand dollars ($75,000.00). If such damage cannot be repaired, Grantee agrees to pay liquidated damages in an amount not to exceed the amount of seventy-five thousand dollars ($75,000.00). For the purposes of this indemnification, Grantee's construction phrase will be deemed to commence upon the delivery of the written notice described in this Paragraph and continue for a period of one-hundred eighty (180) days thereafter.

Notice. Any Notice provided pursuant to this Easement shall be in writing and delivered in person, or mailed to Addressee's address set forth herein. Notice shall be deemed to have been given when mailed and received by Addressee, as evidenced by receipt from said mailing. Each notice that a party gives to any other party shall be in writing and shall be sent to the address below by any nationally recognized overnight carrier or express mail service (such as Federal Express) which provides receipts to indicate delivery:

To Grantor:

Duane and/or Patty Conrad
2528 197th Avenue
Manchester, IA 52057

To Grantee:

ITC Midwest LLC
Attn: General Counsel, Utility Operations
27175 Energy Way
Novi, MI 48377

With a copy to:
ITC Midwest LLC
Attn: Legal Department
123 5th Street SE
Cedar Rapids, IA 52401

Signed this 25th day of February, 2010.

GRANTOR(S)

By: Duane F. Conrad
Duane F. Conrad

By: Patty Conrad
Patty Conrad

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF ~~Dubuque~~ Delaware) ss:

On this 25th day of February, AD. 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared

Duane F. Conrad
Patty Conrad

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

(Sign in Ink)

Corey Wilkinson
(Print/type name)

Notary Public in and for the State of Iowa

COREY WILKINSON
Commission Number 754331
My Commission Expires
Aug. 20, 2011

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):

_____

_____

Accepted:

GRANTEE:

ITC Midwest LLC, By ITC Holdings Corp., Its Sole Member

_____

By: Christine Mason Soneral
Its Vice President and General Counsel – Utility Operations

STATE OF MICHIGAN

ss:

COUNTY OF OAKLAND

On this 6th day of APRIL, 2010, before me, the undersigned, a Notary Public in and for the State of Michigan, personally appeared Christine Mason Soneral to me personally known, who being by me duly sworn, did say that she is the Vice President and General Counsel – Utility Operations, of said corporation, executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Christine Mason Soneral as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

LINDA E. SWEENEY NOTARY PUBLIC WAYNE COUNTY, MI

_____

Linda E. Sweeney, Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 5/26/15

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