Env.
ITC Midwest
123 5th St SE
Cedar Rapids, IA
52401

Book 2011 Page 98

Document 2011 98 Type 06 006 Pages 7
Date 1/06/2011 Time 2:46:10PM
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This document was prepared by, and after recording please return to:
Terry Monson, 4800 Mills Civic Parkway, Suite. 207, West Des Moines, IA 50265 (515) 223-0511

SHARED DRIVEWAY AND MAINTENANCE AGREEMENT

The parties to this Shared Driveway and Maintenance Agreement dated as of this 25 of October, 2010, are Elk Wind Energy LLC, an Iowa limited liability company, its successors and assigns (collectively, "Elk") and ITC Midwest LLC, a Michigan limited liability company, its successors and assigns (collectively, "ITC").

Recitals

Elk owns the real property legally described as:

> PARCEL "B", A PART OF PARCEL "A" OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 90 NORTH, RANGE 5 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA according to a Plat of Survey recorded at Book 2010, Page 2874 of the Delaware County records. ("Elk Property")

ITC owns the real property legally described as:

> PARCEL "C" A PART OF PARCEL "A" OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 90 NORTH, RANGE 5 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA according to a Plat of Survey recorded at Book 2010, Page 2874 of the Delaware County records. ("ITC Property")

Elk proposes to use the Elk Property for an electrical substation ("Substation") in connection with its proposed wind energy generating facility commonly know as the Elk Wind Farm.

ITC proposes to use the ITC Property for an electrical switching station ("Switching Station") that will be built at approximately the same time as Elk's Substation.

On June 3, 2010 Delaware County issued a Permit for Entrance allowing construction of a 60 foot wide entrance from 220th Avenue centered approximately on the property line between the Elk Property and the ITC Property.

The parties expect that the planned uses of their respective properties from time to time will require a road entrance and driveway of sufficient width to accommodate construction equipment and service vehicles to construct, operate, maintain, repair and replace facilities located in the Substation and Switching Station together with fences and surrounding grounds.

The parties recognize that in the future they may find it advantageous to jointly arrange for construction and maintenance of the entrance and driveway, buffer areas surrounding the facilities each places on its respective property or other services and materials, and wish to provide a framework to facilitate such cooperation and allocate the responsibilities for action and payment.

TERMS AND CONDITONS

In consideration of the mutual benefits to the parties and payments and performance under the terms of this agreement, the parties agree as follows:

1. **Elk to ITC Grant of Easement.** Elk grants ITC a perpetual ingress and egress easement on and over those portions of the Elk Property shown as the shared driveway easement on attached **Exhibit A** for the purpose of allowing ITC full and unrestricted access to construct, operate, use, maintain, repair and replace the road entrance and shared driveway located within the shared driveway easement depicted on Exhibit A, and ITC's facilities and improvements located in the Switching Station and elsewhere on the ITC Property. This easement runs with the land.

2. **ITC to Elk Grant of Easement.** ITC grants Elk a perpetual ingress and egress easement on and over those portions of the ITC Property shown as the shared driveway easement on attached Exhibit A for the purpose of allowing Elk full and unrestricted access to construct, operate, use, maintain, repair and replace the road entrance and shared driveway located within the shared driveway easement depicted on Exhibit A, and Elk's facilities and improvements located in the Substation and elsewhere on the Elk Property. This easement runs with the land.

3. **Road Entrance and Shared Driveway Maintenance.** Elk shall be solely responsible for maintenance of the Substation facilities including fencing, gates and any security devices. ITC shall be solely responsible for maintenance of the Switching Station facilities including fencing, gates and any security devices.

The parties agree to share equally the cost of maintaining, repairing and replacing the road entrance and driveway located within the shared driveway easement on attached Exhibit A. Each party will designate a contact person with authority to make plans and resolve issues with regard to this maintenance, repair and replacement work. This work shall be arranged and paid for as follows:

- Elk, after consulting with ITC, will arrange and pay contractors for these maintenance, repair and replacement activities and will invoice ITC for one-half of the costs incurred. The invoice shall be accompanied by copies of supporting documentation describing the work involved and showing the contractor has been fully paid for the work. ITC shall pay Elk's invoices within 30 days after receipt.

- If Elk fails to timely arrange maintenance, repair and replacement activities sufficient to meet the needs of ITC, after notifying Elk, ITC may make the necessary arrangements and invoice Elk for one-half of the costs incurred. The invoice shall be accompanied by copies of supporting documentation describing the work involved and showing the contractor has been fully paid for the work. Elk shall pay ITC's invoices within 30 days after receipt.

- Notwithstanding the foregoing, in the event the road entrance and driveway located within the shared driveway easement set forth on Exhibit A requires repairs or replacement due to the sole negligence or willful misconduct of Elk, Elk shall be solely responsible for any and all costs incurred relative to such repairs or replacement. Similarly, in the event the road entrance and driveway located within the shared driveway easement set forth on Exhibit A requires repairs or replacement due to the sole negligence or willful misconduct of ITC, ITC shall be solely responsible for any and all costs incurred relative to such repairs or replacement.

Each of ITC and Elk agrees that it will not construct or place any buildings, structures or other obstruction on that portion of the Elk property and the ITC property situated within the shared driveway easement area as depicted on Exhibit A attached hereto.

4. **Other Maintenance.** Absent other agreement by the parties as provided in this section, each shall be responsible to maintain buffer areas and driveways located on its respective property outside of the shared driveway easement depicted on Exhibit A.

If the parties find it advantageous to jointly arrange for maintenance and repair of buffer areas surrounding the facilities each places on its respective property or driveways on its property located outside the shared driveway easement depicted on Exhibit A, their respective contact persons designated under Section 3, above, may from time to time make arrangements for the desired joint maintenance or repair. Responsibilities for arrangements and payment shall be as set forth in Section 3 unless specifically agreed in writing by the parties.

5. **Notices.** Any notices under this agreement, including designation of the parties' respective contact persons for administration of this agreement and changes of notice address, shall be in writing and delivered to the other party at the address below by personal delivery, U.S. Mail postage prepaid, overnight courier, or by electronic communication provided the sending party shall be responsible to prove delivery.

ITC Midwest, LLC
Attn: Real Estate Department
123 5th Street, SE
Cedar Rapids, IA 52401
(319) 297-6764

Elk Wind Energy LLC
Attn: Stephen F. Dryden
4800 Mills Civic Parkway, Ste. 207
West Des Moines, IA 50265
515-223-0589
sdryden@rpmaccess.com

Communications shall be deemed received when personally or electronically delivered, three days after mailing in the U. S. Mail, or one day after delivery to an overnight courier service.

6. **No Business Organization.** No formal business organization or relationship of any kind is established by this agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this Agreement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

[Signatures on Following Pages]

Elk Wind Energy LLC

By: _____
Name: Stephen F. Dryden
Title: Authorized Representative

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF POLK) ss:

On this 21 day of October AD. 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared

Stephen F. Dryden

_____

XX___ 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)

TERRY MONSON
(Print/type name)

Notary Public in and for the State of Iowa

NOTARIAL SEAL * IOWA *
TERRY MONSON
COMMISSION NO. 207786
MY COMMISSION EXPIRES
8-26-12

CAPACITY CLAIMED BY SIGNER

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

_____

_____

_____ N/A
_____ Corporate Seal is affixed
XX_____ 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)
XX_____ OTHER

Authorized Representative of Iowa limited liability company

_____

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

Elk Wind Energy LLC

_____

ITC Midwest LLC,

By: ITC Holdings Corp.
Its: Sole Member

By: Christine Mason Soneral

Its: Vice President and General Counsel-Utility Operations

ALL PURPOSE ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF OAKLAND) ss:

On this 25th day of OCTOBER, AD. 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Christine Mason Soneral, the Vice President and General Counsel- Utility Operations of ITC Holdings Corp., the sole member of ITC Midwest LLC

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
(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):

General Counsel- Utility Operations of ITC Holdings Corp., the sole member of ITC Midwest LLC

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

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

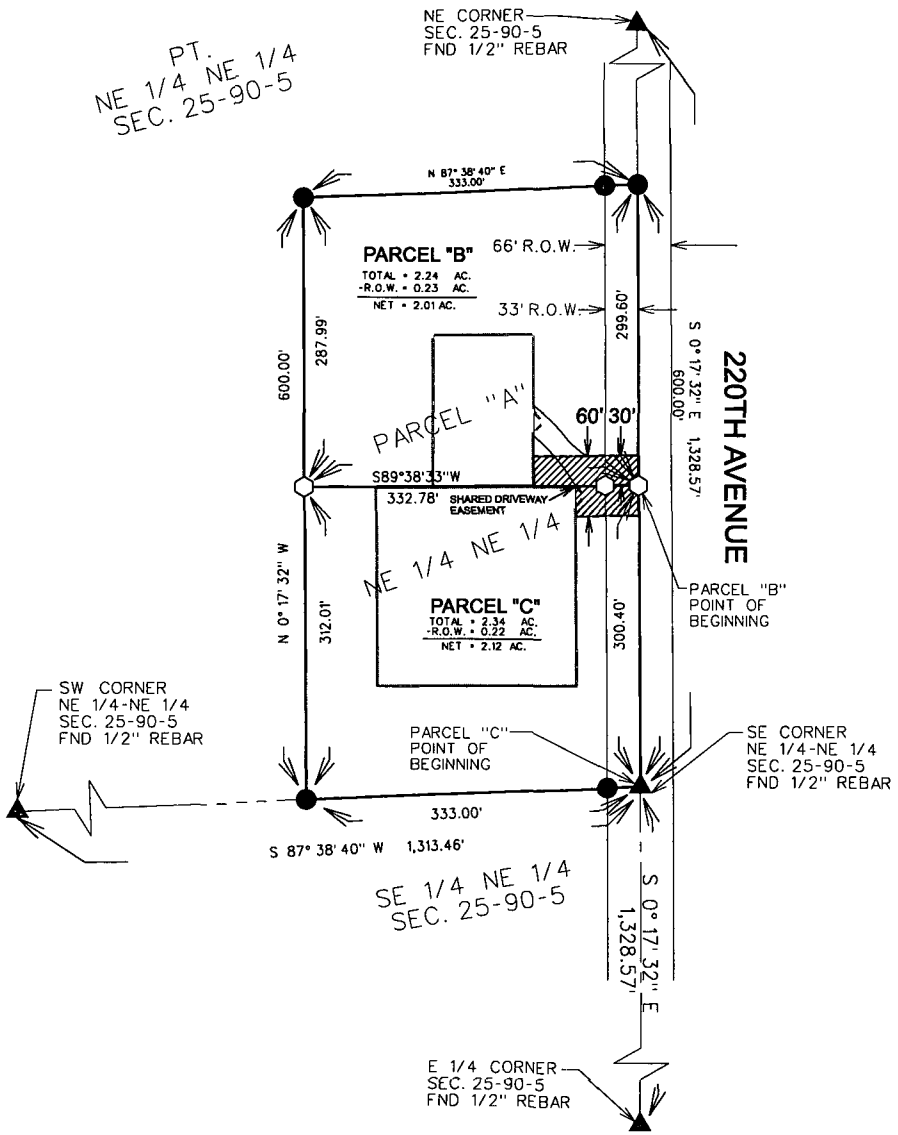
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

_____

_____

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

ITC Holdings Corp., the sole member of ITC Midwest LLC



PARCEL "B" PROPERTY DESCRIPTION:

PARCEL "B", A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 90 NORTH, RANGE 5 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25, THENCE NORTH 0°17'32" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 ALSO BEING THE EAST LINE OF PARCEL "A", PER PLAT RECORDED IN BOOK 2010, PAGE 2160, A DISTANCE OF 300.40 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89°38'33" WEST, A DISTANCE OF 332.78 FEET; TO A POINT ON THE WEST LINE OF SAID PARCEL A: THENCE NORTH 0°17'32" WEST, ALONG THE SAID WEST LINE 287.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 87°38'40" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", 333.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 0°17'32" EAST, ALONG SAID EAST LINE, 299.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.24 ACRES (97,574 S.F.) INCLUDING 0.23 ACRES OF ROAD RIGHT OF WAY MORE OR LESS.

PARCEL "C" PROPERTY DESCRIPTION:

PARCEL "C" A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 90 NORTH, RANGE 5 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25, THENCE SOUTH 87°38'40" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 ALSO BEING THE SOUTH LINE OF PARCEL "A", PER PLAT RECORDED IN BOOK 2010, PAGE 2160, A DISTANCE OF 333.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°17'32" WEST ALONG THE WEST LINE OF SAID PARCEL "A", 312.01 FEET; THENCE NORTH 89°38'33" EAST, 332.78 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 ALSO BEING THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 0°17'32" EAST, ALONG SAID EAST LINE, 300.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.34 ACRES (101,930 S.F.) INCLUDING 0.22 ACRES OF ROAD RIGHT OF WAY MORE OR LESS.
SAID PARCELS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.

NOTE: PARCEL "A" NOW CONSISTS OF PARCELS "B" & "C".

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap = 17979 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	H	H
Control Point	⊙CP	
Bench Mark	⊕	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

0 60
SCALE (FEET)

N

ISSUE DATE: 10-12-2010

MARK	REVISION	DATE	BY
Engineer: JWK	Checked By: MGG	Scale: 1"= 60'	
Technician: EED	Date: 10-12-10	Field Bk:	Pg:
Project No: 110		Sheet 1 of 1	
File No: D-			

RPM ACCESS - ELK WIND PROJECT

EXHIBIT A - SHARED DRIVEWAY EASEMENT

DELAWARE COUNTY, IOWA

SNYDER & ASSOCIATES

1751 MADISON AVENUE, COUNCIL BLUFFS, IOWA 51503, 712-322-2022 | ATLANTIC, IA 712-243-1419 | ANKENY, IA 515-964-2020 | CEDAR RAPIDS, IA 319-362-9394 | MARYVILLE, MO 660-562-2406 | ST. JOSEPH, MO 816-364-4222

1080378 D-

Sheet 1 of 1