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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Type of Document
Permanent Easement Agreement for Electric Lines

Return to: Jeanne Archie - ITC Midwest LLC – 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319) 297-6764

Prepared By: Jeanne Archie – ITC Midwest LLC – 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319) 297-6764

Grantor:
Jerry E. Sprague and Rosemary Sprague
Sharon Ann Sprague Bennett
Harold Junior Wilcox and Cheryl Wilcox
Jean A. Thomas and Gene Norman Thomas
Dorothy Jean Thomas Vanderbilt Keys
c/o Mark Roeder, 113 E. Main Street, Manchester, IA 52057
a/k/a Jerry Edward Sprague
f/k/a Dorothy Jean Thomas Vanderbilt

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

Legal Description
The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa.

Prepared by: William P. Prowell, Shuttleworth & Ingersoll, P.L.C., P. O. Box 2107, Cedar Rapids, IA 52406-2107 (319) 365-9461
Return to: Jeanne Archie. ITC Midwest. LLC.. 201 3rd Street SE. Suite 300. Cedar Rapids. Iowa 52401 (319) 364-6600

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, the undersigned ("Grantor(s)"). ADDRESS % Mark A. Roeder, 119 E. Main Street, Manchester, IA 52057 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 Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa.

The easement area being the West Seventy-five feet (75') of 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.

GRANTOR(S)

Signed this 29 day of August, 2012.

Jerry E. Sprague a/k/a Jerry Edward Sprague

Signed this 29 day of August, 2012.

Rosemary Sprague by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Sharon Ann Sprague Bennett by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Harold Junior Wilcox by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Cheryl Wilcox by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Jean A. Thomas by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Gene Norman Thomas by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

Signed this 29 day of August, 2012.

Dorothy Jean Thomas Vanderbilt Kevs f/k/a Dorothy Jean Thomas Vanderbilt by Jerry E. Sprague a/k/a Jerry Edward Sprague, Attorney-in-Fact

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF IOWA)
) SS:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague, husband of Rosemary Sprague.

Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

STATE OF IOWA)
) SS:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague as Attorney-in-Fact for Rosemary Sprague, wife of Jerry E. Sprague.

Debbee L. Way
Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

STATE OF IOWA)
) SS:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague as Attorney-in-Fact for Gene Norman Thomas and for Jean A. Thomas, husband and wife.

Debbee L. Way
Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

STATE OF IOWA)
) SS:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague as Attorney-in-Fact for Sharon Ann Sprague Bennett, a single person.

Debbee L. Way
Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

STATE OF IOWA)
) SS:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague as Attorney-in-Fact for Dorothy Jean Thomas Vanderbilt Keys f/k/a Dorothy Jean Thomas Vanderbilt, a single person.

Debbee L. Way
Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me this 29 day of August, 2012 by Jerry E. Sprague as Attorney-in-Fact for Harold Junior Wilcox and for Cheryl Wilcox, husband and wife.

Debbee L. Way
Notary Public

DEBBEE L. WAY
COMMISSION NO. 160645
MY COMMISSION EXPIRES
May 16, 2015

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officer(s);
_____
_____

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

_____ Partners
_____ 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 person(s) or entity(ies):

Rosemary Sprague

Sharon Ann Sprague Bennett

Harold Junior Wilcox

Cheryl Wilcox

Jean A. Thomas

Gene Norman Thomas

Dorothy Jean Thomas Vanderbilt Keys f/k/a Dorothy Jean Thomas Vanderbilt