Book 2012 Page 4306
Document 2012 4306 Type 03 006 Pages 2
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV

Return to: Katherine Lievens – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
Prepared By: Katherine Lievens – 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, **Ryan Cooperative DBA River Valley Cooperative,** PO Box 39, Ryan, IA 52330 ("Grantor(s)"), 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:

Parcel C Part of NE 1/4 SE 1/4 Section 13-87-6 Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 166; AND that part of the Southeast Quarter (SE ¼) of Section Thirteen (13), Township Eighty Seven (87) North, Range Six (6), West of the Fifth Principal Meridian, described as follows: Commencing at the intersection of the North line of said quarter section with the West line of the right-of-way of the Illinois Central Railway, thence West along the North line of said quarter section a distance of one hundred (100) feet, to an existing lane, thence South along the East side extended of said existing lane a distance of two hundred and thirty six (236) feet, thence East a distance of fifteen (15) feet to the West line of said Illinois Central Railway right-of-way, thence Northeasterly along the West line of said Illinois Central Railway right-of-way to the point of beginning; also Lots One (1) and Two (2), except the South twenty four (24) feet of said Lot One (1), Block Twenty Two (22), Ryan, Iowa, according to plat recorded in Book 1 Plats, Page 42, and also Lot Four (4) of Block Twenty Three (23) of the Subdivision of Block Fifteen (15) in the Town of Ryan, Delaware County, Iowa, according to plat recorded in Book 1 Plats, Page 119.

The easement area being a strip of land Fifty (50) feet in width, being Twenty-five (25) 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.

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 cut, trim, remove, destroy or otherwise 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 5th day of December, 2012.

GRANTOR(S): Ryan Cooperative DBA River Valley Cooperative

By: _____
Print: Thomas L Leiting
Title: CEO

By: _____
Print: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF DELAWARE) ss:

On this 5th day of ~~November~~ December, AD. 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared

Thomas Leiting

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 Sarah Meyer
(Sign in Ink)

Sarah Meyer
(Print/type name)

Notary Public in and for the State of IOWA.

SARAH MEYER
Commission Number 161010
My Commission Expires
6-27-15

CAPACITY CLAIMED BY SIGNER

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

_____

_____

_____ 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):

Ryan Cooperative DBA River Valley

Cooperative

_____