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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(D&N)

Return to: Ty Mann – Universal Field Services, 3815 NW 109th Street, Urbandale, Iowa 50322 (515) 334-3334
Prepared By: Jeanne Archie – ITC Midwest LLC, 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319) 297-6764

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, **Norman L. Miles and Kathleen R. Miles, Husband and Wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common,** 3138 285th Ave. Hopkington, Iowa 52237 ("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:

Legal Description: Beginning at a point on the half section line and south R.O.W. line of the C. M. & St. P. R.R. a distance of 863.3 feet south of the north quarter (1/4) corner, Section 19, T87N, R3W of 5 P.M.; thence south 38° 39' E, 2165.4 feet on south right of way of C. M. & St. P. R.R.; thence South 36° 00' W, 158.8 feet; thence North 59° 36' W, 1461.4 feet to half (1/2) section line; thence North on half (1/2) Section Line 1083 feet to place of beginning and containing 19.5 acres;

AND

The 100 foot wide former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company described as: . Beginning at the said Railroad Company's Survey Station 4038 + 33 as measured along the centerline of main track of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company as formerly there laid, and running Northwesterly to the middle of the county road crossing located in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the South One-Half (S1/2) of the Northeast Quarter (NE1/4) of Section Nineteen (19), Township Eighty-Seven (87) North, Range Three (3) West of the Fifth P.M. except that portion sold to the State of Iowa showing in Quit Claim Deed recorded in Book III, Page 154 in the records of Delaware County, Iowa..

The Easement Area being: a strip of land twenty-five (25) feet in width, lying Southwest of, parallel, and adjacent to the South right of way line of the existing road designated as IA Highway 38.

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 8 day of NOVEMBER, 2012.

GRANTOR(S)

By: Norman L. Miles
Norman L. Miles

By: Kathleen R. Miles
Kathleen R. Miles

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF Delaware) ss:

On this 8th day of November, AD. 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared

Norman L. Miles

Kathleen R. Miles

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 Tylor Mann
(Sign in Ink)

Tylor Mann
(Print/type name)

Notary Public in and for the State of Iowa

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):

_____

_____

TYLOR ORIN MANN
Notarial Seal - Iowa
Commission # 775375
My Commission Expires 10/22/2015