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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EMV

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

OVERHANG EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Gerald A. Weber, as Trustee under the Provisions of a Trust Agreement created by Gerald A. Weber and dated the 6th Day of March, 2002, as to an undivided one-half (1/2) interest, AND unto Agnes G. Weber, as Trustee under the Provisions of a Trust Agreement created by Agnes G. Weber and dated the 6th Day of March, 2002, as to an undivided one-half (1/2) interest, ("Grantor(s)"), **ADDRESS** 3230 300th Avenue; Hopkinton, Iowa 52237, 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 overhang easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), 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, over and across the following described lands located in the County of Delaware, and the State of Iowa:

Legal Description: The East one-half (E1/2) of the Southwest Quarter (SW1/4), the West one-half Southeast Quarter (W1/2 SE1/4); the West Quarter (W1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-One (21), Township Eighty Seven (87) , Range Three (3) , West of the Fifth (5th) P.M., EXCEPT : Commencing at a point in the Center of the Highway One Thousand Sixty-Seven (1,067) feet west of the northeast corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section Twenty One (21) as place of beginning; thence South 182 feet; thence West 255 feet; thence North 182 feet to the center of the highway; and thence East along the center of the Highway 255 feet to place of beginning, Delaware County, Iowa

The Easement Area being: A strip of land twenty-five (25) feet in width, lying North of, parallel, and adjacent to the North 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 or lines.

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 maintenance, operation, 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 lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, repairing, patrolling and removing, said line or lines. 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, maintaining, operating, patrolling, repairing or removing said line or lines.

Signed this 31 day of JAN, 2013

GRANTOR(S)

By: Ronald G Weber P.O.A
Ron Weber

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 31 day of Jan, AD. 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared

Ron Weber as POA for Gerald A. Weber and Agnes M. Weber

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)

Tylor Mann
(Print/type name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ 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)
X OTHER
Power of Attorney for Gerald A. Weber and Agnes M. Weber

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