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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EWJ
(X) Return to: Katherine Lievens – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698 P.O. Box 218
Prepared By: Katherine Lievens – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

ELECTRIC LINE EASEMENT

2005-4349
2005-4364

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Robert Paul Krogmann, single,** 1621 155th Street, Manchester, IA 52057 ("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:

The Northeast fractional Quarter (NEfr¼) of the Northeast Quarter (NE¼), and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Northwest fractional Quarter (NWfr¼) of the Northeast Quarter (NE¼) of Section One (1), Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M.

The easement area being a strip of land 50 feet in width on the above-described property lying North of, parallel and adjacent to the North line of the west 750 feet of the easement area described in the Electric Line Easement recorded in the Delaware County, Iowa recorder's office in Book 2009 on Page 3242.

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 22nd day of August, 2012

GRANTOR(S)

By: Jeffrey M. Krogmann POA
Robert Paul Krogmann BY
JEFFREY M. KROGMANN POA

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 22nd day of Aug., AD. 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert Paul Krogmann BY JEFFREY M. KROGMANN POA

_____

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 Corey Wilkinson
(Sign in Ink)

Corey Wilkinson
(Print/type name)

Notary Public in and for the State of Iowa

COREY WILKINSON
Commission Number 754331
My Commission Expires
Aug 20, 2013

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):

Self

_____