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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(6) TMJ

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, **Crop Production Services, Inc.**, a Delaware corporation, 3005 Rocky Mountain Avenue, Loveland, Colorado 80538 ("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 H which is part of the former Railroad Right of Way in the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) in Section Nineteen (19), Township Eighty-seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa; containing a total of 1.09 acres, and subject to easements, restrictions, and rights-of-way of record and not of record and more particularly described by metes and bounds as follows;

Commencing at the North Quarter (N1/4) corner of Section Nineteen (19), Township Eighty-seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa;
Thence South 89°-18'-36" West 609.57 feet along the North line of the Northwest Quarter (NW1/4) of said Section Nineteen (19) to the POINT OF BEGINNING, said point also being on the Southerly right of way line of Iowa Highway No. 38;

Thence along the Southerly right of way line of said Iowa Highway No. 38 and along a circular curve concave Northeasterly for an arc length of 228.39 feet, said circular curve having a central angle of 08°-45'-37", a radius of 1493.74 feet, a chord bearing of South 35°-00'-41" East and a chord length of 228.16 feet;

Thence continuing along said right of way line South 39°-23'-29" East 361.60 feet,
Thence South 50°-38'-49" West 73.00 feet;
Thence North 39°-23'-29" West 661.49 feet to said North line of the Northwest Quarter (NW1/4) of said Section 19;
Thence North 89°-18'-36" East 115.87 feet along said North line of the Northwest Quarter (NW1/4) of said Section Nineteen (19) to the POINT OF BEGINNING containing a total of 1.09 acres and subject to all easements, restrictions, and rights-of-way of record and not of record;

The North line of the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Eighty-seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian of Delaware County, Iowa is assumed to bear South 89°-18'-36" West.

The easement area ("Easement Area") is shown on Exhibit A.

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.

By accepting and recording this easement and by exercising any rights granted to Grantee in this easement and as a material inducement for Grantor's granting this easement to Grantee, for which Grantor would not do absent Grantee's agreement to indemnify, defend and hold harmless, Grantee for itself and its successors and assigns, agrees to indemnify, defend and hold Grantor, its affiliates and their grantees, lessees, successors and assigns harmless from and against all claims, damages, costs, losses and expenses relating to or arising from activities of Grantee, its successors and assigns and its and their employees, lessees, contractors, subcontractors, licensees and agents conducted on the Easement Area and adjacent land.

Signed this 14 day of May, 2013.

GRANTOR(S)

CROP PRODUCTION SERVICES, INC.,
A DELAWARE CORPORATION

By: _____

Printed Name: Anthony Engel

Title: Vice President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Larimer) ss:

On this 14 day of May, AD. 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared

Anthony Engel

_____

_____ 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 Kelsey L Riccio
(Sign in Ink)

Kelsey L. Riccio
(Print/type name)

Notary Public in and for the State of Colorado

KELSEY L. RICCIO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/28/2013

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_X_ CORPORATE
Title(s) of Corporate Officers(s):
Vice President

_____ 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):
Crop Production Services, Inc.

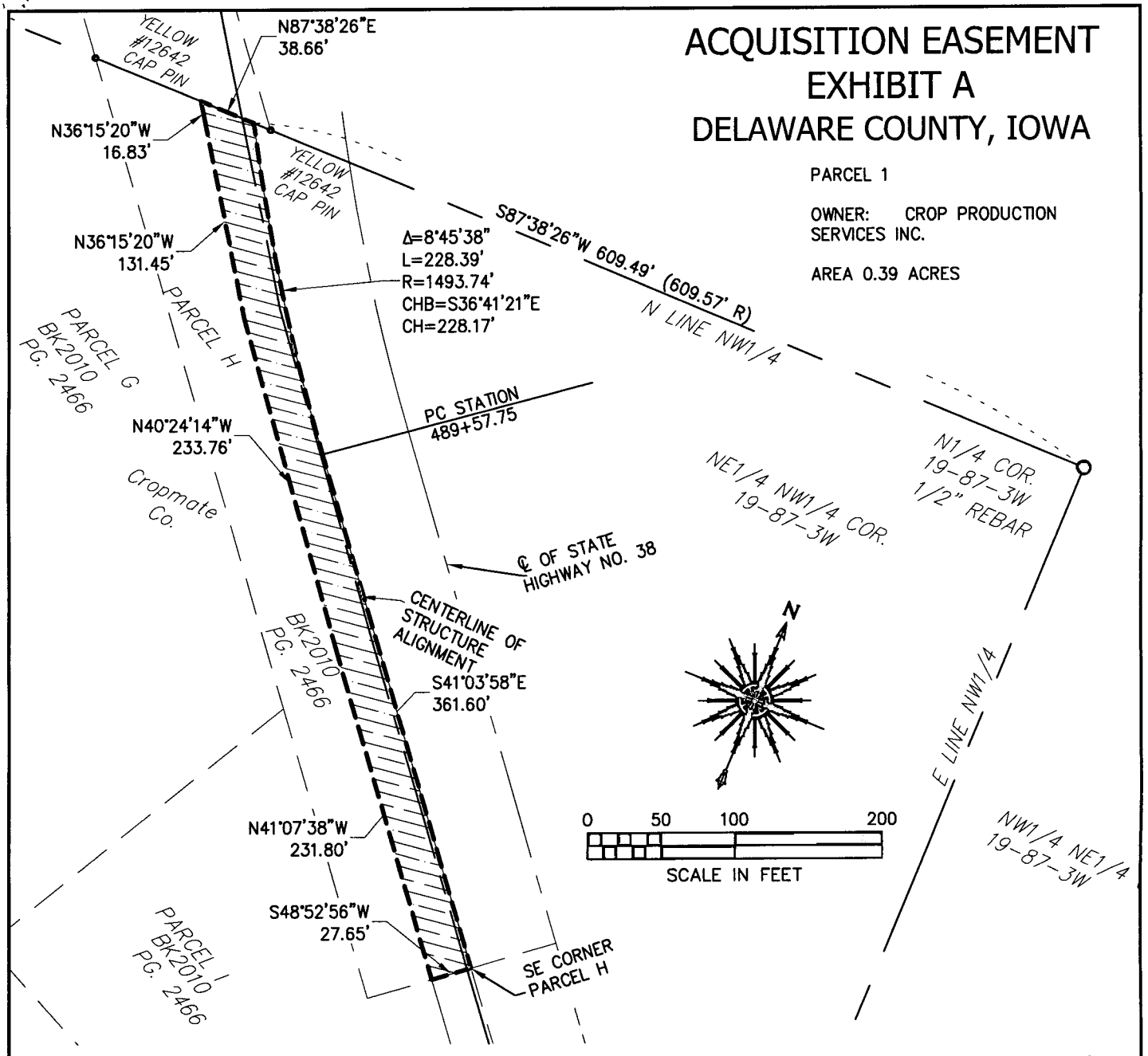
_____

ACQUISITION EASEMENT
EXHIBIT A
DELAWARE COUNTY, IOWA

PARCEL 1

OWNER: CROP PRODUCTION SERVICES INC.

AREA 0.39 ACRES



That part of Parcel H of the Northeast Quarter of the Northwest Quarter of Section 19, Township 87 North, Range 3 West of the 5th P.M., Delaware County, Iowa, as recorded in Book 2010, Page 2466, described as follows:

Beginning at the Southeast Corner of said Parcel H;
thence South 48° 52' 56" West 27.65 feet along the Southeast line of said Parcel H; thence North 41° 07' 38" West 231.80 feet; thence North 40° 24' 14" West 233.76 feet; thence North 36° 15' 20" West 131.45 feet; thence North 36° 15' 20" West 16.83 feet to the Northwest line of said Parcel H; thence North 87° 38' 26" East 38.66 feet along said North line to the Southwest right of way line of State Highway No. 38 and the beginning of a 1493.74 foot radius curve concave Northeasterly; thence Southeasterly through a central angle of 08° 45' 38" an arc distance of 228.39 feet (chord bearing South 36° 41' 21" East 228.17 feet) thence South 41° 03' 58" East 361.60 feet along said right of way line to the point of beginning, containing 0.39 acres.

For the purpose of this description, the North line of said Parcel H is assumed to bear North 87° 38' 26" East.

ACQUISITION EASEMENT
EXHIBIT A
DELAWARE COUNTY, IOWA

DRAWN:	LARRISON
APPROVED:	BONIFAZI
SCALE:	1"=100'
DATE:	04-25-13
PROJECT NO.:	13028

SCHNOOR-BONIFAZI
ENGINEERING & SURVEYING, LC
2750 FIRST AVE. NE, STE. 110
CEDAR RAPIDS, IA 52402
(319) 298-8888 (PHONE)
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s-b-engineering.com

Schnoor Bonifazi
Engineering & Surveying