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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

$17 EW

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 I, being Part of the Northwest Quarter (NW¼) and part of the Northeast Quarter (NE¼) all in Section Nineteen (19), Township Eighty-seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian. Delaware County, Iowa, as shown on Plat of Survey recorded August 13, 2010 in Book 2010, Page 2466, and more particularly described by metes and bounds as follows:

COMMENCING at the North Quarter (N¼) corner of Section Nineteen (19), Township Eighty-seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County ,Iowa;

Thence South 00°41'25" East 788.60 feet along the East line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) 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 North 39°23'29" West 407.57 feet along said Southerly right of way line;

Thence South 50°38'49" West 73.00 feet;

Thence North 39°23'29" West 204.11 feet;

Thence South 28°06'12" West 255.21 feet to the Northerly right of way line of 310th Street;

Thence South 64°56'11" East 200.00 feet along said Northerly right of way line of 310th Street;

Thence South 24°16-14" West 33.00 feet to the centerline of said 310th Street'

Thence South 64°56'09" East 584.63 feet along said centerline of 310th Street to the Intersection point of the Southerly right of way line of Iowa Highway No. 38;

Thence North 39°23'29" West 208.53 feet along said Southerly right of way line of Iowa Highway No. 38 to the POINT OF BEGINNING.

The East line of the Northwest Quarter (NW¼) 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 00°41'25" East.

The easement area ("Easement Area") is defined as: 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.

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 5 day of November, 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 5 day of Nov, 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
NOTARY ID# 20054031731
MY COMMISSION EXPIRES 08/28/2017

CAPACITY CLAIMED BY SIGNER

✓ INDIVIDUAL
✓ 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):

_____

_____