Recorded: 5/14/2015 at 2:04:28.0 PM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 1205

Return to: Mallory King – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
Prepared By: Tarah Andrews – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

ELECTRIC LINE EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **Dorothy M. Lyness, as Trustee of the Dorothy M. Lyness Revocable Trust Agreement Dated March 19, 2015,** PO Box 44, Ryan, IA 52330 ("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, upgrade, operate, repair, patrol, replace 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 (the "**Premises**"). The Easement shall be limited to that certain part of the Premises described as the "**Easement Area**" on the attached Exhibit A located in the County of Delaware and the State of Iowa:

Premises: The Southeast Quarter (SE¼) of Section Thirteen (13), Township Eighty Seven (87) North, Range Six (6), West of the 5th P.M., except railway company's right-of-way across said land and except that portion thereof conveyed to the State of Iowa for highway purposes pursuant to deed recorded in Book 95, L.D., Page 185 of the records of the Delaware County Recorder; and further excepting the following parcels of real estate:

A. Parcel B, part of the Southeast Quarter (SE¼) of 13-87-6, according to plat recorded in Book 8 Plats, Page 17 of the records of Delaware County Recorder;

B. Parcel C, part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of 13-87-6, according to plat recorded in Book 8 Plats, Page 166 of the records of the Delaware County Recorder;

C. Parcel E, part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of 13-87-6, according to plat recorded in Book 2002, Page 4386 of the records of the Delaware County Recorder now known as Steffen First Addition to the City of Ryan, Iowa according to plat recorded in Book 2003, Page 1364 of the records of the Delaware County Recorder.

D. The South one hundred twenty two (122) feet of the North one hundred fifty five (155) feet of the West one hundred twenty (120) feet of the East two thousand one hundred fifty five and forty five hundredths (2155.45) feet of the North one-half (N½) of the Southeast Quarter (SE¼) of 13-87-6;

E. Lyness First Addition to the City of Ryan, Iowa, in Book 3, Page 195.

F. Commencing at a point 35.5 feet East of the Northwest corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), Section Thirteen (13), Township Eighty Seven (87) North, Range Six (6), West of the Fifth Principal Meridian, thence continuing East on the North line of the Northeast Quarter (NE¼) Southeast Quarter (SE¼), (also being the South line of South Street of Ryan, Iowa), a distance of 50 feet, thence South at right angles to said North line a distance of 50 feet, thence West 50 feet, thence North 50 feet to the point of beginning.

G. That part of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Eighty Seven (87) North, Range Six (6), West of the Fifth Principal Meridian, described as follows: Commencing at the intersection of the North line of said quarter section with the West line of the right-of-way of the Illinois Central railway, thence West along the North line of said quarter section a distance of 100 feet, to an existing lane, thence South along the East side extended of said existing lane a distance of 236 feet, thence East a distance of 15 feet to the West line of said Illinois Central Railway right-of-way, thence Northeasterly along the West line of said Illinois Central railway right-of-way to the point of beginning.

H. Parcel J part of NE¼ - SE¼ Section 13, T87N, R6W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2012, Page 3399.

I. Parcel "D" Part of Southeast Quarter of Section 13, Township 87 North, Range 6 West Delaware County, Iowa, according to plat recorded in Book 2002, Page 1247.

In addition to the foregoing, Grantor hereby grants to Grantee the following related rights necessary or convenient for Grantee's use of the Easement: (i) an easement to enter upon the Premises to survey for and locate the Electric Lines; (ii) an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion; and (iii) an easement to remove, cut, trim, destroy or otherwise control any or all trees, shrubs bushes, or brush now or hereafter standing or growing upon or within the Easement Area and further, the right and privilege to trim, cut down or control the growth of such other trees standing or growing on land 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, all at Grantee's sole and absolute discretion.

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. Grantor shall not erect any buildings, structures or other objects, permanent or temporary (collectively referred to herein as "**Structures**"), upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Notwithstanding the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines (hereinafter called "**Public Improvements**"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system

or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

Signed this 28 day of April, 2015

GRANTOR(S): Dorothy M. Lyness, as Trustee of the Dorothy M. Lyness Revocable Trust Agreement Dated March 19, 2015

By: Dorothy M. Lyness
Dorothy M. Lyness, Trustee

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 28th day of April, AD. 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared

Dorothy M. Lyness, as Trustee of the Dorothy M. Lyness Revocable Trust Agreement Dated March 19, 2015

_____ to me personally known

or X 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)

Ryan Stram
(Print/type name)

Notary Public in and for the State of Iowa

RYAN STRAM
Commission Number 739963
My Commission Expires
March 31, 2018

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),
X or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

_____

_____

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

The Dorothy M. Lyness Revocable Trust Agreement Dated March 19, 2015

EXHIBIT A

Easement Area: The Easement Area being a strip of land 50 feet in width, being 25 feet either side of a center line as determined by the placement of new or existing structures on or adjacent to the Premises.