Recorded: 2/8/2017 at 1:13:13.0 PM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 417

Return to: Mallory Huisman – 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

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, **Carl L. Steffen and Marilee A. Steffen, Husband and Wife,** 801 Howard St., 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 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:

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; **AND** Parcel 'B' part of the Southeast Quarter of Section 13, Township 87 North, Range 6, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 17, **except** Parcel "D" Part of the Southeast Quarter of Section 13, Township 87 North, Range 6 West Delaware County, Iowa, according to plat recorded in Book 2002, Page 1247 **AND** Lot A, Steffens's First Addition, City of Ryan, Delaware County, Iowa.

The Easement Area being the North 25 feet of the above-described property lying south of, parallel and adjacent to the South right of way line of the road designated as South Street.

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 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 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 5 day of January, 2017.

GRANTOR(S):

By: Carl L. Steffen
Carl L. Steffen

By: Marilee A. Steffen
Marilee A. Steffen

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 5th day of January AD. 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared

Carl L. Steffen and Marilee A. Steffen

_____

_____ 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.

Mark G Pomerening
(Sign in Ink)

Mark G Pomerening
(Print/type name)

Notary Public in and for the State of Iowa

NOTARY SEAL

NOTARIAL SEAL IOWA
MARK G. POMERENING
Commission Number 757336
My Commission Expires
3/9/17

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

_____