Book 2017 Page 3294

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Return To: Heather Dee - Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

SUBSTATION SITE EASEMENT AGREEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **INTERSTATE POWER AND LIGHT COMPANY, an Iowa corporation**, P.O. Box 351, Cedar Rapids, IA 52406-0351 ("Grantor") does 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 substation site easement with the right, privilege and authority for Grantee, its agents, employees, and contractors, to survey, construct, reconstruct, maintain, operate, repair, patrol, replace and remove its facilities located within an electric substation (the "Purpose") consisting of telecommunications lines, control houses, poles, towers, cross arms, insulators, wires, guy wires, anchors, switches, transformers, capacitors, circuit breakers, fences and other necessary or reasonably desirable fixtures, equipment and construction (the "Facilities") for the transformation, switching and transmission of electricity pursuant to the provisions hereof, upon, under, over and across the following described land(s) located in the County of Delaware and the State of Iowa:

See attached Exhibit "A"

(the "Easement")

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid Purpose.

Grantee's rights are subject to the following terms and conditions:

1. JOINT USE OF PROPERTY. It is agreed and understood that following the effective date of this agreement (the "Agreement") that Grantor and Grantee will have Facilities located upon the above described Easement and within the substation. Grantor and Grantee shall work together and cooperate

fully to allow each other access to and use of their respective Facilities. Grantee shall be solely responsible for maintenance and repair of all of its transmission Facilities located on, under, over or within the Easement, and Grantor shall be responsible for its ownership interest in the maintenance and repair of all of its distribution Facilities located on, under, over or within the Easement.

2. ABANDONMENT. In the event Grantee determines to permanently abandon all or a substantial part of the Easement herein granted, Grantee shall provide Grantor written notice of its intent, and within a reasonable time of such notice, Grantee shall remove its Facilities, restore such abandoned portion of the Easement as nearly as possible to its original condition, and shall release or partially release this Easement of record.

3. LAWS AND REGULATIONS; GOVERNING LAW. Grantee shall, without cost to Grantor, comply with all local, state and federal laws, rules, regulations and ordinances of all governmental authorities with jurisdiction concerning Grantee's use of the Easement. The parties agree that this Agreement shall be governed by the laws of the State of Iowa.

4. INDEMNITY. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to Grantee's use or occupancy of the Easement, a default of this Agreement, or arising in any manner out of the acts or omissions of Grantee its agents, employees, or contractors in connection with the Agreement or with the use or occupancy of the Easement, or with respect to the violation of any laws, including without limitation, any environmental laws. Grantee shall indemnify and defend Grantor for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Grantee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by Grantor in connection with any such lien or encumbrance or any action or proceeding brought thereon. Notwithstanding the above, Grantee shall not be required to indemnify or defend Grantor for any injuries (or death) to persons or damage to property to the extent caused by the negligence or willful misconduct of Grantor, its agents, employees or contractors. Notwithstanding any other provision in this Agreement, neither Grantor nor Grantee shall be liable to the other for any incidental, special, indirect, consequential or punitive damages arising from this Agreement.

5. RESTRICTIONS ON GRANTEE: HAZARDOUS SUBSTANCES. Grantee shall not cause nor permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Easement by Grantee, its agents, employees, or contractors, except that Grantee may use such substances as are usually and customarily used in the industry, but only (i) in quantities so needed for such use, (ii) in strict compliance with any and all applicable laws. If Hazardous Substances are used, stored, generated, or disposed of on or in the Easement by Grantee, its agents, employees, or contractors in violation of applicable legal requirements, or if the Premises become contaminated in any manner for which Grantee is legally liable, Grantee shall indemnify, defend, and hold harmless Grantor pursuant to Paragraph 4 herein. As used herein, "Hazardous Substance" means any substance which is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA.

6. INSURANCE. Grantee agrees to maintain, at its own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to its operations for the life of this Agreement in the manner, and amounts, as are usual and customary for similarly situated companies in its respective industries. Upon request, Grantee shall provide to Grantor, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Grantee under this Agreement.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. Grantee may assign the Agreement to a parent, subsidiary, or successor entity of Grantee upon prior notice to, but with or without the consent of Grantor. The Agreement shall not be otherwise assigned or in any manner transferred nor said Easement or any part thereof used or occupied by any party other than Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

8. ACCESS. The Grantor also grants Grantee the right of ingress and egress to said land(s) now owned by the Grantor to perform the Purpose of this Easement, and the Grantee agrees to pay to the Grantor or its tenant(s) all damages done to the lands, fences, livestock or crops of the Grantor or its tenant(s) by the Grantee or its employees, agents and/or contractors in the course of performing the Purpose of this Easement.

9. VEGETATION MANAGEMENT. Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, brush or other vegetation now or hereafter standing or growing within the Easement area. The complete exercise of this right may be gradual and not fully completed for some time in the future.

10. NO RIGHT TO INTERFERE WITH EXISTING FACILITIES. Neither Grantor nor Grantee shall construct or place any buildings, structures, plants, or other obstructions on the Easement, which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with existing transmission or distribution Facilities.

Signed this 17th day of November, 2017

GRANTOR:

Interstate Power and Light Company

By: D.R. Kopp

Its: Douglas R. Kopp, Vice President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF LINN) ss:

On this 17th day of November AD. 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared

Douglas R. Kopp

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 Linda L. Kipp
(Sign in Ink)

Linda L. Kipp
(Print/type name)

Notary Public in and for the State of IOWA

LINDA L. KIPP
Commission Number 157599
My Commission Expires
9-6-2020

CAPACITY CLAIMED BY SIGNER

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

_____ N/A
_____ Corporate Seal is affixed
x 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):

Interstate Power and Light Company

Signed this 6th day of November, 2017

GRANTEE:

ITC MIDWEST LLC,
a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation,
Its Sole Member

By: _____
Christine Mason Soneral

Its: Sr. Vice President and General Counsel- Utility Operations

ALL PURPOSE ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF OAKLAND) ss:

On this 6th day of November AD. 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared

Christine Mason Soneral

_____

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 Laura J. McCray
(Sign in Ink)

Laura J. McCray
(Print/type name)

Notary Public in and for the State of Michigan

LAURA J. MCCRAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 30, 2021
ACTING IN COUNTY OF Oakland

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
x CORPORATE

Title(s) of Corporate Officers(s):

Sr Vice President and General Counsel- Utility Operations

_____ N/A
_____ Corporate Seal is affixed
x 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):
ITC Holdings Corp., the sole Member of ITC Midwest LLC

EXHIBIT A

Parcel J Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section Eighteen (18), Township Eighty-Seven North (87N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2009, Page 727, and Retracement Plat of Survey in Book 2016, Page 1866.