Recorded: 2/26/2018 at 12:29:55.0 PM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 439

Entered for taxation 27th day
of February A D 2018
Carla Kaufhold, Auditor
By S. Hilderand Deputy

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

ELECTRIC LINE EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **Ryan Cooperative a/k/a Ryan Co-Operative,** PO Box 256, Eldridge, IA 52748 ("Grantor"), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 ("Grantee") a perpetual, permanent easement ("Easement"), upon, under, over and across the "Easement Area" within the "Premises" as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: Parcel C Part of NE¼ SE¼ Section 13-87-6 Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 166; **AND** Lot Two (2), Block Twenty Two (22), Ryan, Iowa, according to plat recorded in Book 1 Plats, Page 42; **AND** a parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 87 North, Range 6 West of the Fifth Principal Meridian at Ryan, Delaware County, Iowa, said parcel being more particularly described as follows: Beginning at the point where a line that lies parallel to and 150 feet Southeasterly from the centerline of the Illinois Central Gulf Railroad Company's Cedar Rapids District main track intersects the South line of the Northeast Quarter of said Section 13; Thence Northeasterly along said parallel line, being along Grantor's Southeasterly property line, a distance of 275 feet; Thence Northwesterly at a right angle to the last described course, a distance of 125 feet to a line that lies parallel to and 25 feet Southeasterly from the centerline of said main track; Thence Southwesterly along the last said parallel line, a distance of 355 feet, more or less, to the South line of said Northeast Quarter of Section 13; Thence East along said South line, a distance of 150 feet, more or less, to the Point of Beginning.

Easement Area: The Easement Area being a strip of land 25 feet in width and 421 feet in length on the Premises lying west of, parallel and adjacent to the east parcel line of Lot 2 and 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. .

1. **Grant of Rights.** The Easement includes the following rights:

   (i) the right, privilege and authority to construct, reconstruct, maintain, upgrade, operate, repair, patrol, replace, relocate and remove an overhead 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 (the "Electric Lines") within the Easement Area. Notwithstanding the foregoing, Grantee shall not place any poles, guy wires or anchors within ten (10) feet of Grantor's sign at such sign's location as of the date of this Easement (such location shown on Exhibit A) ;

(ii) the right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;

(iii) the right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, 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, together with the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement;

(iv) the right 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, all at Grantee's sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises that in the sole and absolute judgment of the Grantee may interfere with maintenance, operation, or use of the Electric Lines or which in falling might touch the Electric Lines; and

(v) the right to extend any or all of the rights granted in this Easement to another entity or person.

2. **Reserved Rights.** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, such inconsistency to be determined by Grantee in its reasonable judgment, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.

3. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to Grantee in its sole discretion. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.

4. **Damages and Repair**. Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct.

Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:

(i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;

(ii) repair or replace, at Grantee's sole expense, any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement; and

(iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

5. **Structures, Trees, Permitted Fences**. 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 or shrubs 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.

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.

6. **Public Improvements**. Grantor further 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 other than field tiles/drainage apparatuses for farming (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 successors 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.

7. **Grantor Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but

not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.

8. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.

9. **Captions**. The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.

10. **Governing Law**. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Iowa.

11. **Limited Use/Non-Use**. Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

12. **Perpetual Conveyance**. This conveyance shall be permanent, shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.

13. **Right of Cancellation.** Grantor shall have the right to cancel this Easement by mailing to Grantee a notice of cancellation by certified mail, with return receipt requested, to Grantee's principal place of business. Said notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday, of the date of this agreement Grantor acknowledges that by signing this Easement, it has been notified by Grantee of its right to cancel this Easement and acknowledges receipt from Grantee of a duplicate copy of the "Notice of Cancellation." Grantee agrees that it will not record this agreement until after the cancellation period has expired. This right of cancellation may be exercised only once for this transmission line project.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor's execution of the agreement.

GRANTOR:

Print: Jim Gruenhagen

Title: Vice President Operations

Date: 2-7-18

Print: _____

Title: _____

Date: _____

STATE OF Iowa)
)ss:
COUNTY OF Scott)

This instrument was acknowledged before me on this 7th day of February, 2018 by Jim Gruenhagen as Vice President of Operations of Ryan Cooperative a/k/a Ryan Co-Operative.

Notary in and for the State of Iowa

ADAM WALDERBACH
Commission Number 798938
My Commission Expires
August 23, 2019

INDEX LEGEND	RESERVED FOR RECORDER
LOCATION: LOT 2, BLOCK 22 ORIGINAL TOWN OR RYAN SE1/4 NE1/4 & PARCEL C NW1/4 SE1/4 SEC. 13-T87N-R6W CITY OF RYAN, DELAWARE, COUNTY REQUESTED BY: INTERSTATE TRANSMISSION COMPANY PROPRIETOR: RYAN COOPERATIVE SURVEYOR: ATTN: LEO BONIFAZI PLS SCHNOOR-BONIFAZI ENGINEERING AND SURVEYING, LC 431 - 5TH AVE. SW CEDAR RAPIDS, IA 52404 lbonifazi@s-b-engineering.com PH. (319) 298-8888	

LEGAL DESCRIPTION

That part of Lot 2, Block 22 Original Town of Ryan and that part of the Depot Grounds in the Southeast Quarter of the Northeast Quarter of Section 13 and that part of Parcel C located in the Northwest Quarter of the Southeast Quarter of Section 13, all being of Township 87 North, Range 6 West of the 5th P.M., City of Ryan, Delaware County, Iowa, described as follows:

Commencing at the East Quarter Corner of said Section 13;
thence South 88° 35' 25" West 33.00 feet along the South line of the Southeast Quarter of the Northeast Quarter of said Section 13 to the point of beginning;
thence South 1° 48' 13" East 33.22 feet;
thence South 89° 22' 07" West 598.29 feet to a point of intersection with the Northwesterly line of Parcel C as filed for record in Book 8, Page 166 in the Office of the Recorder of Delaware County, Iowa;
thence North 30° 28' 34" East 29.55 feet along said Northwesterly line to the North line of the Northeast Quarter of the Southeast Quarter of said Section 13;
thence South 88° 35' 25" West 25.37 feet along said North line;
thence North 30° 28' 40" East 29.25 feet;
thence North 89° 22' 07" East 567.25 feet;
thence North 1° 48' 13" West 403.41 feet to the North line of Lot 2, Block 22 said Original Town of Ryan;
thence North 87° 31' 49" East 25.00 feet to the West right of way line of Adams Street;
thence South 1° 48' 13" East 421.00 feet along said West line and the West line of Parcel 2016-04 to the point of beginning, containing 0.92 acres.

For the purpose of this description, the East line of the Northeast Quarter of said Section 13 is assumed to bear South 1° 48' 13" East.

DATE OF SURVEY
11/17/2015 & 06/20/2016
01/19/2018

AREA
0.92 ACRES

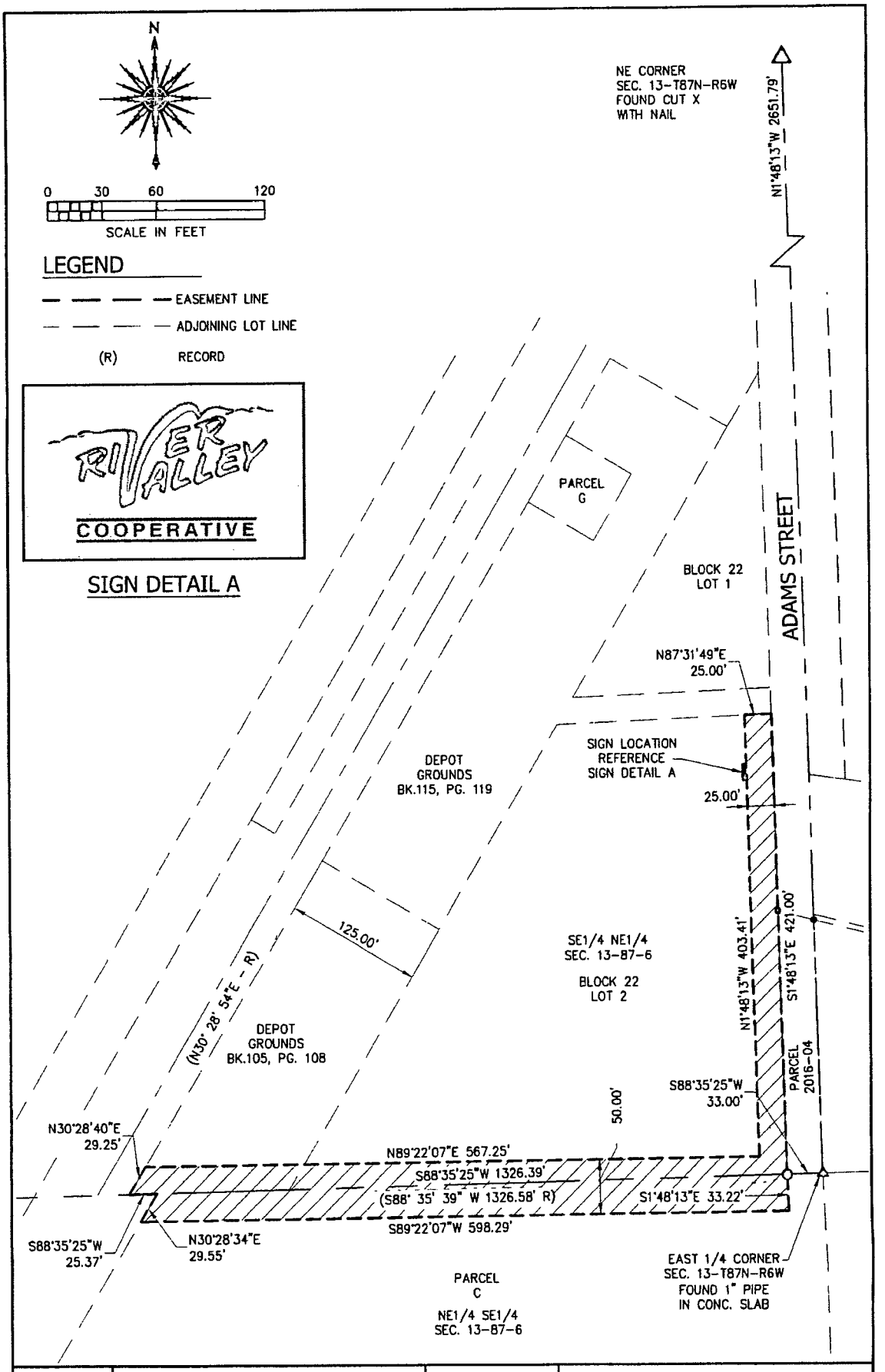
LICENSED PROFESSIONAL LAND SURVEYOR
LEO P. BONIFAZI
13480
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA

SIGNATURE _____ DATE: 1/25/2018
LEO P. BONIFAZI
LICENSE NO 13480
SHEETS COVERED BY THIS SEAL 1 OF 1 & 2 OF 2

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

1 OF 2	UTILITY EASEMENT PART OF LOT 2, BLOCK 22 SE 1/4 NE1/4 SEC. 13-T87N-R6W CITY OF RYAN, DELAWARE COUNTY, IOWA	DRAWN: BONIFAZI APPROVED: BONIFAZI SCALE: 1"=100' DATE: 01/25/2018 PROJECT NO.: 15138	SCHNOOR-BONIFAZI ENGINEERING & SURVEYING, LC 431 FIFTH AVENUE SW CEDAR RAPIDS, IA 52404 (319) 298-8888 (PHONE) Schnoor Bonifazi Engineering & Surveying



2 OF 2	UTILITY EASEMENT PART OF LOT 2, BLOCK 22 SE 1/4 NE1/4 SEC. 13-T87N-R6W CITY OF RYAN, DELAWARE COUNTY, IOWA	DRAWN: BONIFAZI APPROVED: BONIFAZI SCALE: 1"=100' DATE: 01/25/2018 PROJECT NO.: 15138	SCHNOOR-BONIFAZI ENGINEERING & SURVEYING, LC 431 FIFTH AVENUE SW CEDAR RAPIDS, IA 52404 (319) 298-8888 (PHONE)	Schnoor Bonifazi Engineering & Surveying