

No. 2488

Fee: \$22.00

Book 963

Tama County, Iowa
Deborah Kupka RECORDER
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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, **Kruger Commodities, Inc.**, 14344 Y Street, Ste. 202, Omaha, NE 68137 ("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 Tama and the State of Iowa:

Premises: All that part of the right of way of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company entirely contained by the South Half of the Northeast Quarter of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) and the North Half of the Southeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 35, Township 83 North, Range 15, West of the 5th P.M., bounded and described as follows: Commencing at the center of the Northeast Quarter of said Section 35, thence Northerly along the Section line 160 feet, more or less, to a point where said line intersects the southerly line of the right of way, 75 feet perpendicularly distant from the centerline of said right-of way, the point of beginning, thence easterly 1,362.00 feet, more or less, along a line parallel to and 75 feet perpendicularly distant from said centerline to the North-South line of Section 35, thence Northerly along the Section line 225 feet, more or less, to a point, thence 1,360.5 feet, more or less, along the southerly boundary line of Lincoln Place Subdivision, recorded April 23, 1915, to the North-South centerline of the Northeast Quarter, thence southerly to the point of beginning, Tama County, Iowa.

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 12 day of July, 2016

GRANTOR(S):

By: James H. Kruger
James H. Kruger, President

By: Barbara J. Krzycki
Barbara J. Krzycki, Secretary/Treasurer

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Neb.
COUNTY OF Douglas) ss:

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

James H. Kruger and Barbara J. Krzycki

✓ to me personally known

or _____ provided to me on the basis of satisfactory evidence

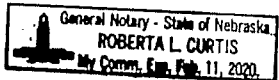
to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Roberta L. Curtis
(Sign in Ink)

Roberta L. Curtis
(Print/type name)

Notary Public in and for the State of NEBRASKA

NOTARY SEAL



CAPACITY CLAIMED BY SIGNER

____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officers(s):
____ President
____ Secretary/Treasurer

____ 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):

Kruger Commodities, Inc.

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EXHIBIT A

Easement Area: The Easement Area being the South 25 feet of the Premises, lying parallel and adjacent to south right-of-way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad.