

**Number: 20151030**  
**Recorded: 8/18/2015 at 2:45:20.0 PM**  
**Fee Amount: \$82.00**  
**Revenue Tax:**  
**Total Pages: 16**  
**Teresa Olson RECORDER**  
**Worth County, Iowa**

## **AMENDED AND RESTATED EASEMENT AGREEMENT**

Cover Sheet

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

**Grantors:**

Sherry Blake f/k/a Sherry Burns and Shelly Thoen as Co-Conservators of the Conservatorship of Dallas Thoen, Life Estate; Dennis Thoen and Marlis Labonnie Thoen, Husband and Wife; Sandra Miner, a single person; Bonnie Stanton, a single person; Brant Reyerson and Annie Reyerson, Husband and Wife; Patricia Edenfield, a single person; Sherry Blake f/k/a Sherry Burns and Eric Blake, Wife and Husband; Shelly Thoen f/k/a Shelly Juhl, a single person; and Clint Reyerson, a single person

**Grantee:**

ITC Midwest LLC, a Michigan limited liability company

\*Re-recorded to attach Exhibit A showing the Easement Area and the Ancillary Easement Area.

**Number: 20150553**

**Recorded: 5/27/2015 at 3:33:04.0 PM**

**Fee Amount: \$72.00**

**Revenue Tax:**

**Total Pages: 14**

**Teresa Olson RECORDER**

**Worth County, Iowa**

**Number: 20150410**

**Recorded: 4/22/2015 at 3:22:48.0 PM**

**Fee Amount: \$72.00**

**Revenue Tax:**

**Total Pages: 14**

**Teresa Olson RECORDER**

**Worth County, Iowa**

Return to: Katherine Davies – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698  
Prepared By: Katherine Davies – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT is made as of 02/05, 2015, by and between Sherry Blake f/k/a Sherry Burns and Shelly Thoen as Co-Conservators of the Conservatorship of Dallas Thoen, Life Estate; Dennis Thoen and Marlis Labonnie Thoen, Husband and Wife; Sandra Miner, a single person; Bonnie Stanton, a single person; Brant Reyerson and Annie Reyerson, Husband and Wife; Patricia Edenfield, a single person; Sherry Blake f/k/a Sherry Burns and Eric Blake, Wife and Husband; Shelly Thoen f/k/a Shelly Juhl, a single person; and Clint Reyerson, a single person, 1133 - 410<sup>th</sup> St., Northwood, IA 50459 "Owner", and ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377, "ITC".

WHEREAS, Owner owns certain land in the Township of Brookfield, County of Worth, and State of Iowa ("Owner's Land"), described as follows:

The East Half (E½) of the Northwest Quarter (NW¼) of Section Thirty-five (35), Township Ninety-nine (99) North, Range Twenty-one (21), West of the 5<sup>th</sup> P.M., Worth County, Iowa, **EXCEPT** the East 300 feet of the North 435 feet measured from the south right of way line of County Road A38 (410<sup>th</sup> Street) of the NW¼ of Sec. 35-T99N-R21W of the 5<sup>th</sup> P.M., Worth County, Iowa, **AND EXCEPT** Parcel "A" a part of the NE¼ of the NW¼ of Sec. 35-T99N-R21W of the 5<sup>th</sup> P.M., Worth County, Iowa, as shown on the Plat of Survey filed in the Office of the Worth County Recorder on August 31, 2007 in Fee Book 20072146.

WHEREAS, Owner's predecessor in interest entered into a certain Right of Way Agreement, dated July 22, 1957; and recorded on December 13, 1957 in the office of the Worth County, Iowa Recorder, in Book 27, Page 369, whereunder Owner's predecessor in interest granted an easement for the use of Owner's Land (the "Easement") as set forth therein and on and subject to all of the terms and conditions set forth therein;

WHEREAS, ITC has certain rights and interests in the Easement, by virtue of a Partial Easement Assignment dated December 20, 2007, and recorded on January 3, 2008, in the office of the Worth County, Iowa Recorder, in Fee Book 20080022, pursuant to which it operates and maintains an overhead electric transmission line across Owner's Land;

*Re-recorded to include additional terms on Page 3.*

WHEREAS, Owner and ITC have agreed on certain revisions to the terms and conditions of the Easement as to ITC's rights and interest in the Easement only, and for ease of reference, desire to restate the Easement as to ITC's rights and interests therein, to include all of said agreed-upon revisions as well as all unchanged provisions; it being understood that the terms and conditions of this Amended and Restated Easement Agreement, including all revisions from the terms and conditions set forth in the original Right of Way Agreement, shall unless otherwise specified herein be deemed effective as of the date hereof; and

WHEREAS, it is expressly understood that others, including but not limited to Interstate Power and Light Company, its successors and assigns, may have certain rights or interests by virtue of said Right of Way Agreement, which rights or interests are not in any way limited or released by this Amended and Restated Easement Agreement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Owner as hereinbelow, it is agreed that said Right of Way Agreement is amended and restated in its entirety, as to the rights and interests of ITC in said Right of Way Agreement only, to read as follows:

#### Electric Line Easement

Owner does hereby warrant and convey unto ITC, a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol 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 ITC, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Worth and the State of Iowa:

The East Half (E½) of the Northwest Quarter (NW¼) of Section Thirty-five (35), Township Ninety-nine (99) North, Range Twenty-one (21), West of the 5<sup>th</sup> P.M., Worth County, Iowa, **EXCEPT** the East 300 feet of the North 435 feet measured from the south right of way line of County Road A38 (410<sup>th</sup> Street) of the NW¼ of Sec. 35-T99N-R21W of the 5<sup>th</sup> P.M., Worth County, Iowa, **AND EXCEPT** Parcel "A" a part of the NE¼ of the NW¼ of Sec. 35-T99N-R21W of the 5<sup>th</sup> P.M., Worth County, Iowa, as shown on the Plat of Survey filed in the Office of the Worth County Recorder on August 31, 2007 in Fee Book 20072146.

**The Easement Area being the East ~~75~~ feet of the Owner's Land; AND an Ancillary Easement Area being a strip of land 25 feet in width lying west of, parallel and adjacent to the Easement Area.**

*For Easement Area, See Exhibit A.*

In addition to the foregoing, Owner hereby grants to ITC the following related rights necessary or convenient for ITC's, its contractor's or agent's use of the Easement: (i) an easement to enter upon the Owner's Land to survey for and locate the Electric Lines; (ii) an easement for ingress and egress over and across the Owner's Land 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 ITC in its reasonable discretion; (iii) an easement adjacent to the Easement Area as identified above (the "**Ancillary Easement Area**") for use by ITC from time to time during construction, repair, or replacement of the Electric Lines, and (iv) 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 or the Ancillary Easement Area, all at ITC's sole and absolute discretion.

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

Notwithstanding the foregoing, Owner reserves the right to cultivate, use, and occupy the Easement Area and the Ancillary Easement Area in a manner that is not inconsistent with ITC's rights granted herein. Owner 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 and Ancillary Easement Area not occupied by the structures supporting ITC's electric system, provided that said Public Improvements do not in the opinion of ITC 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. Owner, its agents or assigns must submit plans of Public Improvements or other installations within the Easement Area and Ancillary Easement Area for review, compliance, and written consent by ITC prior to installation of the proposed Public Improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Easement Agreement to be duly executed as of the day and year first above written.

Signed this 2<sup>nd</sup> day of June, 2014.

OWNER(S): Sherry Blake f/k/a Sherry Burns as Co-Conservator for the Conservatorship of Dallas Thoen

By: Sherry L. Blake  
Sherry Blake f/k/a Sherry Burns,  
Co-Conservator

**ALL PURPOSE ACKNOWLEDGMENT**STATE OF WisconsinCOUNTY OF Waukesha ) ss:

On this 2 day of June, AD. 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

Sherry Blake f/k/a Sherry Burns as Co-Conservator  
for the Conservatorship of Dallas Thoen

X to me personally known

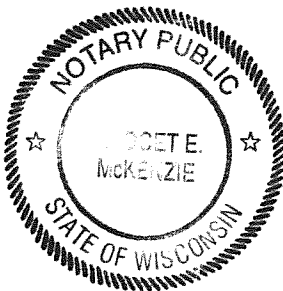
or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

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

Bridget E. McKenzie  
 (Sign in Ink)

Bridget E. McKenzie  
 (Print/type name)

Notary Public in and for the State of WI**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),  
 \_\_\_\_ or TRUSTEE(s):  
 \_\_\_\_ GUARDIAN(s)  
X or CONSERVATOR(s)  
 \_\_\_\_ OTHER  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

Conservatorship of Dallas Thoen

\_\_\_\_\_

Conservatorship of Dallas Thoen

Signed this 12<sup>th</sup> day of Feb, 20 15.

OWNER(S): Dennis Thoen and Marlis Labonnie Thoen, Husband and Wife

By: Dennis Thoen  
Dennis Thoen  
By: Marlis Labonnie Thoen  
Marlis Labonnie Thoen

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Utah  
COUNTY OF Salt Lake City ss:

On this 12<sup>th</sup> day of February AD. 20 15 before me, the undersigned, a Notary Public in and for said State, personally appeared

Dennis Thoen and Marlis Labonnie Thoen, Husband and Wife

☒ to me personally known

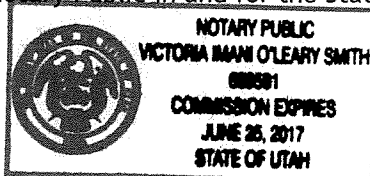
or ☐ provided to me on the basis of satisfactory evidence

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

Victoria Imani O'Leary Smith  
(Sign/in Ink)  
Victoria Imani O'Leary Smith  
(Print/type name)

Notary Public in and for the State of Utah



**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),  
☐ or TRUSTEE(s):  
☐ GUARDIAN(s)  
☐ or CONSERVATOR(s)  
☐ OTHER

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

Self

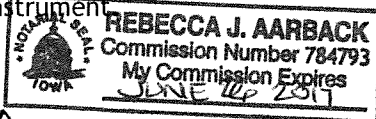
Signed this 16 day of 10, 2014.

OWNER(S): Sandra Miner, a single person

By: Sandra J. Miner  
Sandra MinerSandra J. MinerCAPACITY CLAIMED BY SIGNERALL PURPOSE ACKNOWLEDGMENTSTATE OF IowaCOUNTY OF Worth ss:On this 16 day of Oct., AD. 2014 before me, the undersigned, a Notary Public in and for said State, personally appearedSandra Miner, a single person         to me personally knownor 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

Rebecca Aarback  
(Sign in Ink)Rebecca J. Aarback  
(Print/type name)Notary Public in and for the State of IAX INDIVIDUAL         CORPORATETitle(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



Signed this 26<sup>th</sup> day of June, 2014.

OWNER(S): Bonnie Stanton, a single person

By: Bonnie Stanton  
Bonnie Stanton

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF FLORIDA)  
COUNTY OF HILLSBOROUGH) ss:

On this 26<sup>th</sup> day of JUNE, AD. 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

Bonnie Stanton, a single person

✓ to me personally known

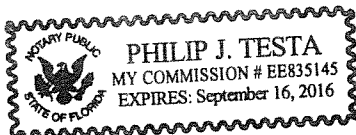
or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

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

Philip J. Testa  
(Sign in Ink)  
Philip J. TESTA  
(Print/type name)

Notary Public in and for the State of Florida



**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  
\_\_\_\_\_  
\_\_\_\_\_

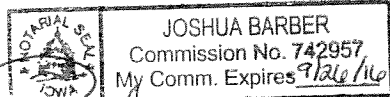
**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

Self  
\_\_\_\_\_  
\_\_\_\_\_

Signed this 5 day of August, 2014.OWNER(S): Brant Reyerson and Annie Reyerson,  
Husband and WifeBy: [Signature] 8/5/14  
Brant ReyersonBy: Annie Reyerson 8-5-14  
Annie ReyersonALL PURPOSE ACKNOWLEDGMENTSTATE OF Iowa )COUNTY OF Polk ) ss:On this 5 day of August, AD. 2014 before  
me, the undersigned, a Notary Public in and for said  
State, personally appearedBrant Reyerson and Annie Reyerson, Husband and  
WifeX to me personally knownor \_\_\_\_\_ provided to me on the basis of  
satisfactory evidenceto 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

[Signature]  
(Sign in Ink)Joshua Barber  
(Print/type name)Notary Public in and for the State of IowaCAPACITY CLAIMED BY SIGNERX INDIVIDUAL  
\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):[Signature]  
Branch Manager\_\_\_\_ 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)  
\_\_\_\_ OTHERSIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

Self

Signed this 14 day of July, 2014

OWNER(S): Patricia Edenfield, a single person

By: [Signature]  
Patricia Edenfield

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF TEXAS)  
COUNTY OF DENTON) ss:

On this 14 day of JULY, AD. 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

Patricia Edenfield, a single person

           to me personally known

or IF DL 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

[Signature]  
(Sign in Ink)

SHAGUFTA HIRANI  
(Print/type name)

Notary Public in and for the State of TEXAS.

**CAPACITY CLAIMED BY SIGNER**

  X   INDIVIDUAL  
       CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

       N/A  
       Corporate Seal is affixed  
       No Corporate Seal procured

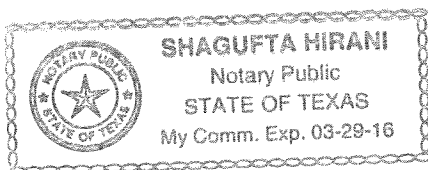
       PARTNER(s)  
       Limited Partnership  
       General Partnership

       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  
\_\_\_\_\_



Signed this 2<sup>nd</sup> day of June, 2014.

OWNER(S): Sherry Blake f/k/a Sherry Burns and  
Eric Blake, Wife and Husband

By: Sherry Blake  
Sherry Blake f/k/a Sherry Burns

By: Eric D. Blake  
Eric Blake

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Wisconsin )  
COUNTY OF Waukesha ) ss:

On this 2 day of June, AD. 2014 before  
me, the undersigned, a Notary Public in and for said  
State, personally appeared

Sherry Blake f/k/a Sherry Burns and Eric Blake,  
Wife and Husband

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

Bridget E. McKenzie  
(Sign in Ink)

Bridget E. McKenzie  
(Print/type name)

Notary Public in and for the State of WI

**CAPACITY CLAIMED BY SIGNER**

X INDIVIDUAL  
\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ N/A  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured

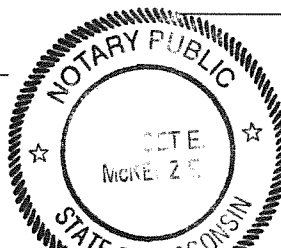
\_\_\_\_ PARTNER(s)  
\_\_\_\_ Limited Partnership  
\_\_\_\_ General Partnership

\_\_\_\_ 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 \_\_\_\_\_  
\_\_\_\_\_



Self

Signed this 7<sup>th</sup> day of June, 2014.

OWNER(S): Clint Reyerson, a single person

By:   
Clint Reyerson

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Arizona)  
COUNTY OF Maricopa) ss:

On this 7 day of June, AD. 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

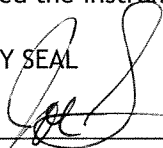
Clint Reyerson, a single person

\_\_\_\_\_ 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)

Joseph Stephenson  
(Print/type name)

Notary Public in and for the State of Arizona

**CAPACITY CLAIMED BY SIGNER**

X INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ N/A  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured

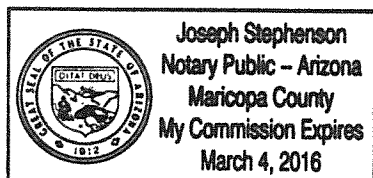
\_\_\_\_ PARTNER(s)  
\_\_\_\_ Limited Partnership  
\_\_\_\_ General Partnership

\_\_\_\_ 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  
\_\_\_\_\_  
\_\_\_\_\_



Signed this 24<sup>th</sup> day of March, 2015.

ITC Midwest LLC, a Michigan limited liability company  
By: ITC Holdings Corp., a Michigan corporation, its sole member

Christine Mason Soneral  
By: Christine Mason Soneral  
Its Vice President and General Counsel

# ALL PURPOSE ACKNOWLEDGMENT

STATE OF Michigan )  
COUNTY OF Oakland ) ss:

On this 24<sup>th</sup> day of Mar., AD. 2015, 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

## CAPACITY CLAIMED BY SIGNER

\_\_\_\_ INDIVIDUAL  
X CORPORATE  
Title(s) of Corporate Officers(s):

Christine Mason Soneral, Vice  
President and General Counsel

\_\_\_\_ N/A  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured

\_\_\_\_ PARTNER(s)  
\_\_\_\_ Limited Partnership  
\_\_\_\_ General Partnership

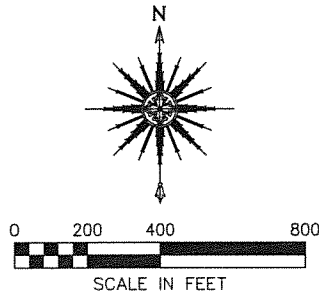
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s),  
\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_ GUARDIAN(s)  
\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_ OTHER

## SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):  
ITC MIDWEST LLC by ITC Holdings Corp.,  
Its sole member

**ELECTRIC LINE EASEMENT**

**EXHIBIT A**  
**E 1/2 NW 1/4**  
**SEC. 35-T99N-R21W**  
**WORTH COUNTY, IOWA**




**PROJECT:**  
 LEDYARD-COLBY

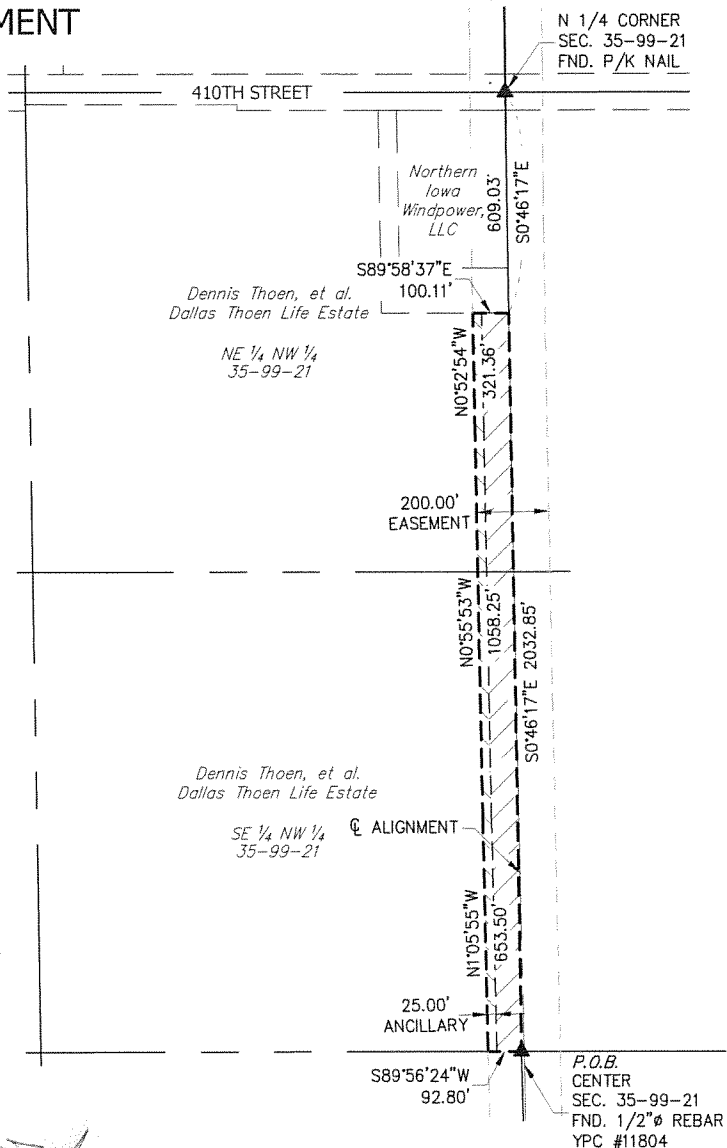
**OWNER:**

DENNIS THOEN  
 SANDRA MINER  
 BONNIE STANTON  
 SHERRY BURNS  
 SHELLEY THOEN  
 PATRICIA EDENFIELD  
 BRANT REYERSON  
 CLINT REYERSON  
 DALLAS THOEN LIFE ESTATE

EASEMENT AREA: 3.37 AC.  
 ANCILLARY EASEMENT AREA: 1.17 AC.  
 TOTAL EASEMENT AREA: 4.54 AC.



SIGNATURE   
 DATE 8/10/15  
 LEO P. BONIFAZI LICENSE NO. 13480

**ACQUISITION PLAT****EASEMENT LEGAL DESCRIPTION**

That part of the East Half of the Northwest Quarter of Section 35, Township 99 North, Range 21 West of the 5th P.M., Worth County, Iowa, described as follows:

Beginning at the Center of said Section 35;  
 thence South 89° 56' 24" West 92.80 feet along the South line of the Northwest Quarter of said Section 35;  
 thence North 1° 05' 55" West 653.50 feet;  
 thence North 0° 55' 53" West 1058.25 feet;  
 thence North 0° 52' 54" West 321.36 feet to a point of intersection with the South line of Parcel 'A' as filed for record in Book 2007, Page 2146 in the Office of the Worth County, Iowa Recorder;  
 thence South 89° 58' 37" East 100.11 feet along said South line to a point of intersection with the East line of the Northwest Quarter of said Section 35;  
 thence South 0° 46' 17" East 2032.85 feet along said East line to the point of beginning, containing 4.54 acres.

For the purpose of this description, the East line of the Northwest Quarter of said Section 35 is assumed to bear South 0° 46' 17" East.

**ELECTRIC LINE EASEMENT**

**EXHIBIT A**  
**E 1/2 NW 1/4**  
**SEC. 35-T99N-R21W**  
**WORTH COUNTY, IOWA**

DRAWN: LARRISON  
 APPROVED: BONIFAZI  
 SCALE: 1"=400'  
 DATE: 8/10/15  
 PROJECT NO.: 13134

SCHNOOR-BONIFAZI  
 ENGINEERING & SURVEYING, LC  
 431 FIFTH AVENUE SW  
 CEDAR RAPIDS, IA 52404  
 (319) 298-8888 (PHONE)  
 s-b-engineering.com

**Schnoor  
Bonifazi**  
 Engineering & Surveying