

Recorded: 4/29/2025 at 3:25:30.0 PM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.41  
Combined Fee: \$25.41  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1080

Return to: Mallory Huisman - JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698  
Prepared By: Holly Fisher, ITC Midwest LLC, 123 5th Street, SE, Cedar Rapids, IA 52401 785-213-6531

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## AMENDED AND RESTATED EASEMENT AGREEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **Duane F. Conrad and Patricia L. Conrad, Husband and Wife**, 2528 197<sup>th</sup> Avenue, Manchester, IA 52057 ("Grantor") and ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377 ("Grantee") make this AMENDED AND RESTATED EASEMENT AGREEMENT (the "Agreement").

WHEREAS, Grantor owns certain land in the Township of Coffins Grove, County of Delaware, and State of Iowa ("Premises"), described as follows:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Fractional Quarter (NE Fr.  $\frac{1}{4}$ ), except the S  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , all in Section One (1), Township Eighty-nine (89) North, Range Six (6) West of the 5<sup>th</sup> P.M., Delaware County, Iowa.

WHEREAS, Grantee has certain rights and interests by virtue of an Electric Line Easement dated September 2, 2011, and recorded on September 15, 2011, in the office of the Delaware County, Iowa Recorder, in Book 2011, Page 2915, which granted Grantee an easement for the use of the Premises (the "Right of Way Agreement") as set forth therein and on and subject to all of the terms and conditions set forth therein;

WHEREAS, Grantor and Grantee have agreed on certain revisions to the terms and conditions of the Right of Way Agreement. Grantor and Grantee desire to amend and restate the Right of Way Agreement as to Grantee's rights and interests therein, to include agreed-upon revisions to the easement area, as well as all unchanged provisions; it being understood that the terms and conditions of this Agreement that are not amended herein shall be deemed effective as of the date of the original Right of Way Agreement; and

NOW, THEREFORE, for good and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Grantor herein, it is agreed that said Right of Way Agreement is amended and restated in its entirety, as to the rights and interests of Grantee in said Right of Way Agreement only, to read as follows:

### **ELECTRIC LINE EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Duane F. Conrad and Patty Conrad** ("Grantor(s)"), **ADDRESS 2528 – 197<sup>th</sup> Avenue, Manchester, IA 52057** 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, 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 the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Delaware and the State of Iowa:

The Southeast Quarter (SE¼) of the Northeast Fractional Quarter (NE Frl. ¼), except the S ½ of the SE¼ of the SE¼ of the NE¼, all in Section One (1), Township Eighty-nine (89) North, Range Six (6) West of the 5<sup>th</sup> P.M., Delaware County, Iowa.

The rights herein granted shall be limited to an Easement strip 150 feet in width, being 75 feet each side of the centerline, or extensions thereof, of an electric transmission line as located and so constructed on or adjacent to the above-described property.

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.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgement of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, 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/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and 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, patrolling or repairing said line or lines.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

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

GRANTOR:

Duane F Conrad  
Duane F. Conrad

Date: 4-2-25

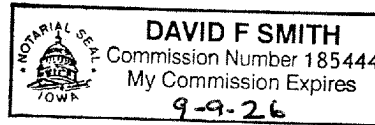
Patricia L Conrad  
Patricia L. Conrad

Date: 4-2-25

STATE OF Iowa )  
 ) ss:  
COUNTY OF Delaware )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of April, 2025 by Duane F. Conrad.

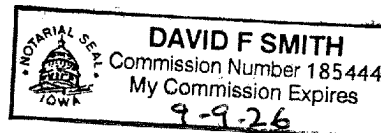
[Signature]  
Notary in and for the State of Iowa



STATE OF Iowa )  
 ) ss:  
COUNTY OF Delaware )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of April, 2025 by Patricia L. Conrad.

[Signature]  
Notary in and for the State of Iowa



**GRANTEE:**

**ITCM:**

**ITC Midwest LLC, a Michigan limited liability company**

**By: ITC Holdings Corp., a Michigan corporation**

**Its: Sole Member**



**By: Jean Kim D'Anna**

**Its: Vice President and Deputy General Counsel-Legal Services**

**Dated: 4/23/25**

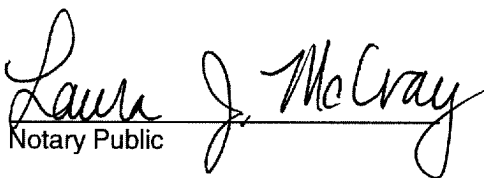
**ACKNOWLEDGMENT**

STATE OF MICHIGAN )

COUNTY OF Oakland ) SS.

BE IT REMEMBERED that on this 23<sup>rd</sup> day of April, 2025 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jean Kim D'Anna, as Vice President and Deputy General Counsel-Legal Services of ITC Holdings Corp., who is personally known to me to be the same person who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public

My appointment expires:

LAURA J. MCCRAY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jul 30, 2027  
ACTING IN COUNTY OF

Oakland