

BK: 2025 PG: 3436  
Recorded: 12/18/2025 at 11:24:47.0 AM  
Pages 6  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.60  
Combined Fee: \$35.60  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Return to: Mallory Huisman – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698  
Prepared By: Holly Fisher – ITC Holdings Corp. – 123 5<sup>th</sup> Street SE, Cedar Rapids, IA 52401 (785) 414-5483

## **ELECTRIC LINE EASEMENT**

For good and other valuable consideration, the receipt of which is hereby acknowledged, **Maurice Michael Hart, Trustee of Maurice Michael Hart Revocable Trust Agreement dated April 20, 2023**, 710 NE Georgetown Ct., Ankeny, IA 50021 ("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: The Southwest Fractional Quarter (1/4) of the Southwest Fractional Quarter (1/4), **AND** the Northwest Fractional Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section Thirty (30), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa; **EXCEPT** Parcel "A" located in the Northwest Fractional Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty (30), containing 3.624 acres, as shown in Plat of Survey filed in Book 3, Page 143 on October 14, 1997, in the Office of the Recorder of Madison County, Iowa; **AND EXCEPT** that part of Parcel "C" located in the Southwest Fractional Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty (30), containing 2.94 acres, as shown in Plat of Survey filed in Book 2003, Page 3779 on June 27, 2003, in the Office of the Recorder of Madison County, Iowa; **AND** The North Fractional Half (1/2) of the Northwest Fractional Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa; **EXCEPT** Parcel "A" located therein, as shown in Plat of Survey filed in Book 3, Page 144 on October 14, 1997, in the Office of the Recorder of Madison County, Iowa; **AND EXCEPT** that part of Parcel "C" located in the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of said Section Thirty-one (31), as shown in Plat of Survey filed in Book 2003, Page 3779 on June 27, 2003, in the Office of the Recorder of Madison County, Iowa.

**Easement Area:** The Easement Area being the East 50 feet of the Premises as shown on Exhibit A.

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

- (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:** Maurice Michael Hart Revocable Trust Agreement dated April 20, 2023

Maurice Michael Hart, Trustee  
Maurice Michael Hart, Trustee

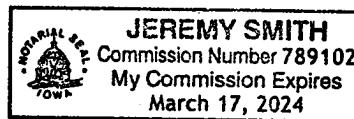
Date: 11/15/23

Date: 11/15/23

Date: 11/15/23

Date: 11/15/23

STATE OF Iowa )  
COUNTY OF Madison )  
ss: )



This instrument was acknowledged before me on this 15<sup>th</sup> day of November, 2023 by Maurice Michael Hart, Trustee of the Maurice Michael Hart Revocable Trust Agreement dated April 20, 2023.

Henry Smith  
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: 11 28 23

## ACKNOWLEDGMENT

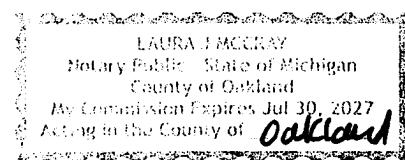
STATE OF MICHIGAN )  
COUNTY OF Oakland )  
 )SS.  
 )

BE IT REMEMBERED that on this 28<sup>th</sup> day of Nov, 2023 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.

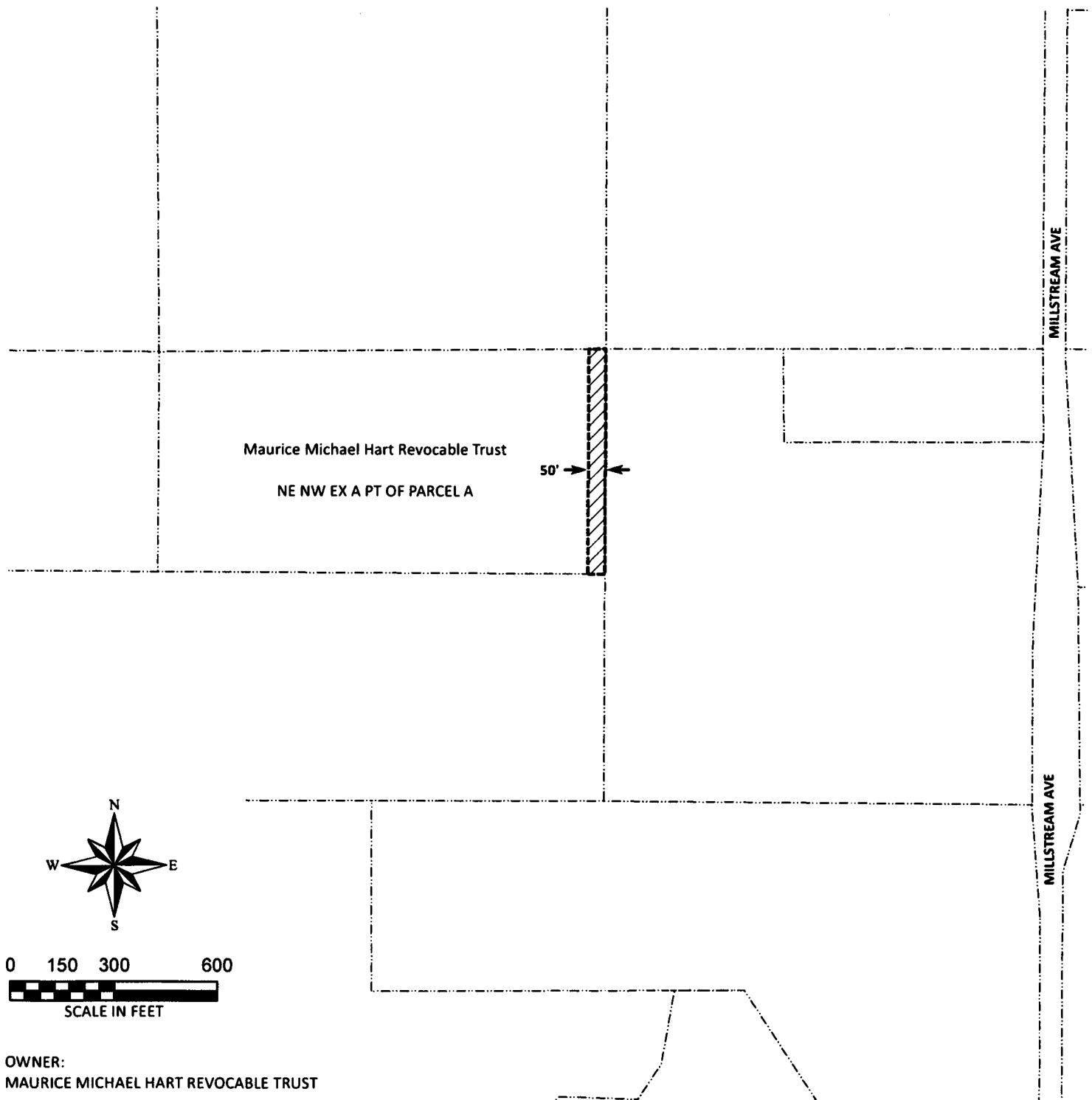
Laura J. McCray  
Notary Public

**My appointment expires:**



# EXHIBIT A

NE NW EX A PT OF PARCEL A  
SEC 31-T75N-R27W  
MADISON COUNTY, IOWA



OWNER:  
MAURICE MICHAEL HART REVOCABLE TRUST

EASEMENT AREA: 0.75 ACRES

JCG LAND SERVICES, INC.  
1715 SOUTH G AVENUE  
NEVADA, IOWA 50201  
(515) 382-1698

[www.jcgland.com](http://www.jcgland.com)



LAND SERVICES

DRAWN: EASTRIDGE
WINTERSET - YAHOLI
SCALE: 1" = 400'
DATE: 6/1/2023

EASEMENT AREA

PROPERTY LINE

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE