

Tama County, Iowa
Amelia Kemper RECORDER
Instr. Number: 2025-1418
Recorded: 6/4/2025 at 2:28:57.0 PM
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.78
Combined Fee: \$45.78
Revenue Tax:

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

AMENDED AND RESTATED EASEMENT AGREEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **James R. Janovich and Courtney L. Janovich, Trustees and any successor Trustees of the James R. Janovich and Courtney L. Janovich Living Trust, dated January 26, 2022**, 18709 Edna Street, Omaha, NE 68136, ("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 York, County of Tama, and State of Iowa ("Premises"), described as follows:

Parcel "A" in that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), in that part of the Northeast Quarter (NE $\frac{1}{4}$), in that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and in that part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), all in Section Fifteen (15), Township Eighty-three (83) North, Range Thirteen (13), West of the 5th P.M., in Tama County, Iowa as shown in Plat of Survey recorded as Instrument No. 2021-3880 of the records of the Tama County Recorder.

WHEREAS, Grantor or Grantor's predecessor in interest granted a Transmission Line Easement dated May 2, 1942, and recorded on May 12, 1942, in the office of the Tama County, Iowa Recorder, in Book 244, Page 132, and an Electric Line Easement dated February 14, 2008, and recorded on March 24, 2008, in the office of the Tama County, Iowa Recorder, in Book 831, Page 91, 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, Grantee has certain rights and interests in the Right of Way Agreement, by virtue of a Partial Easement Assignment from Interstate Power and Light Company dated December 20, 2007, and recorded on January 4, 2008, in the office of the Tama County, Iowa Recorder in Book 819, Page 493, and an Assignment Agreement from Interstate Power and Light Company dated May 4, 2023, and recorded on May 4, 2023, in the office of the Tama County, Iowa Recorder, as Instr. Number 2023-0901, pursuant to which it operates and maintains an overhead electric transmission line across the Premises;

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 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

WHEREAS, it is expressly understood that others, including but not limited to Interstate Power and Light, 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 Agreement;

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 good and other valuable consideration, the receipt of which is hereby acknowledged, **James R. Janovich and Courtney L. Janovich, Trustees and any successor Trustees of the James R. Janovich and Courtney L. Janovich Living Trust, dated January 26, 2022**, 18709 Edna Street, Omaha, NE 68136 ("Grantor"), does 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 (the "Easement"), upon, under, over and across the "Primary Easement Area" and the "Ancillary 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 "A" in that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), in that part of the Northeast Quarter (NE $\frac{1}{4}$), in that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and in that part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), all in Section Fifteen (15), Township Eighty-three (83) North, Range Thirteen (13), West of the 5th P.M., in Tama County, Iowa as shown in Plat of Survey recorded as Instrument No. 2021-3880 of the records of the Tama County Recorder.

Primary Easement Area: The Primary Easement Area being a strip of land 150 feet in width, being 75 feet either side of a center line of the Electric Lines as determined by the placement of new or existing structures on or adjacent to the Premises as shown on Exhibit A.

Ancillary Easement Area: The Ancillary Easement Area being two strips of land 25 feet in width lying on either side of, parallel and adjacent to the Primary Easement Area.

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 Primary Easement Area;
 - (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 to use the Ancillary Easement Area in connection with the exercise of the rights set forth in 1(i);

- (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 Primary Easement Area and Ancillary 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 of ingress and egress over and across the Premises to the Primary Easement Area and Ancillary 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
 - (vi) 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 Primary Easement Area and Ancillary 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 Primary Easement Area and Ancillary Easement Area as determined by survey of the legal descriptions of each easement area 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. Upon reasonable notice to Grantee that damage has occurred, 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; 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 Primary Easement Area. In addition, Grantor 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) Grantor obtains the prior express written consent of Grantee. Grantor further agrees not to plant any trees within the Primary Easement Area and Ancillary 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 Primary Easement Area and Ancillary Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Primary Easement Area and Ancillary 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 Primary Easement Area and Ancillary 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 Primary Easement Area and Ancillary 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.

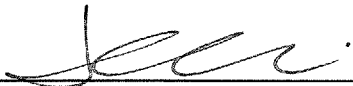
6. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called "Public Improvements"), the portion of said Primary Easement Area and Ancillary 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 Primary Easement Area and Ancillary 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.

GRANTEE:

ITCM:

ITC Midwest LLC, a Michigan limited liability company
By: ITC Holdings Corp., a Michigan corporation
Its: Sole Member

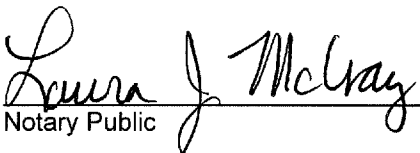

By: Jean Kim D'Anna
Its: Vice President and Deputy General Counsel-Legal Services
Dated: 7-9-24

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)SS.

BE IT REMEMBERED that on this 9th day of July, 2024 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:

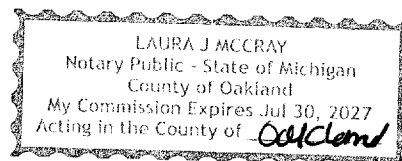
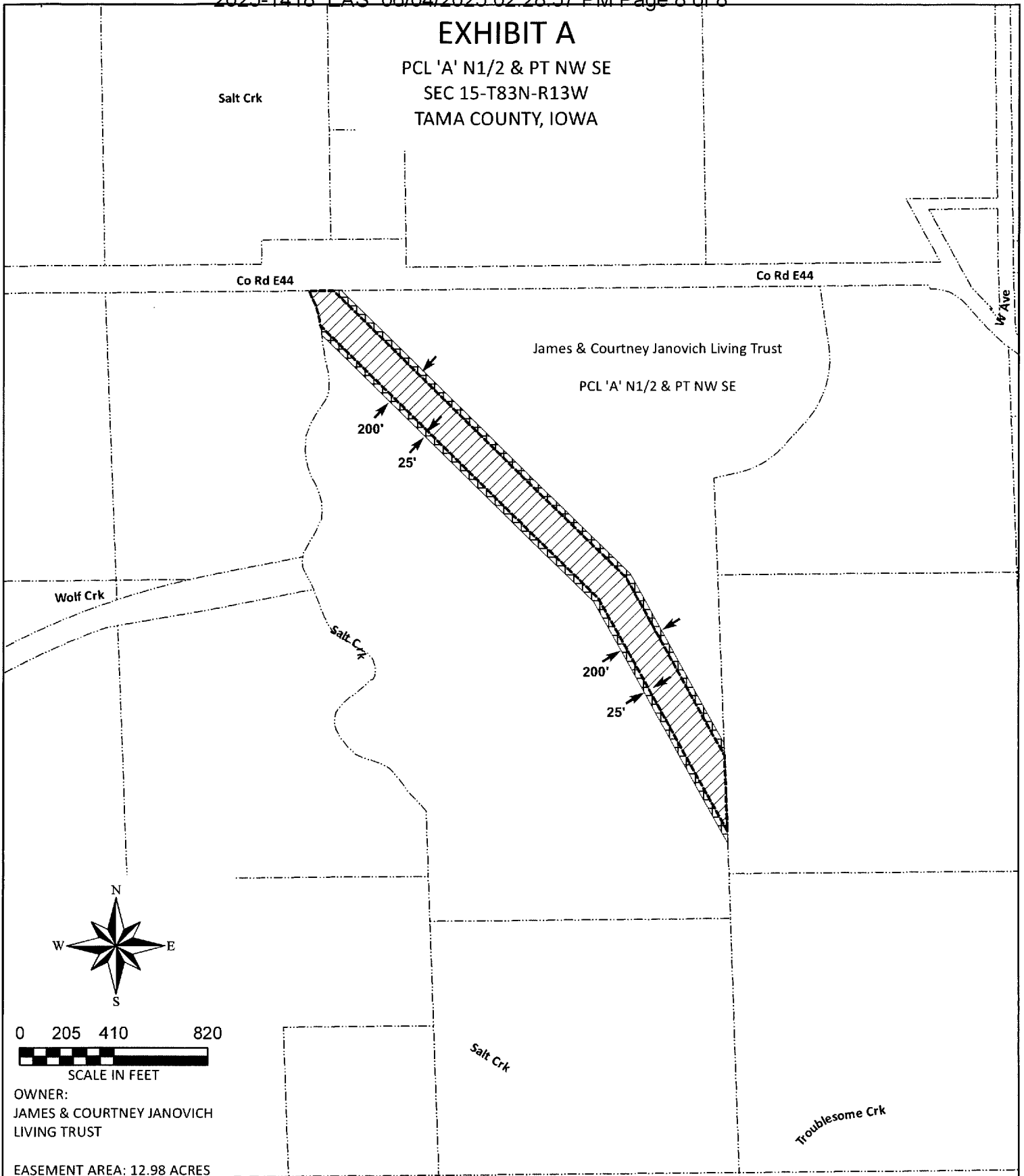


EXHIBIT A

PCL 'A' N1/2 & PT NW SE
SEC 15-T83N-R13W
TAMA COUNTY, IOWA



OWNER:
JAMES & COURTNEY JANOVICH
LIVING TRUST

EASEMENT AREA: 12.98 ACRES

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

www.jcgland.com



DRAWN: EASTRIDGE

TWINKLE - MORGAN VALLEY

SCALE: 1" = 550'

DATE: 6/21/2023

- PRIMARY EASEMENT AREA
- ANCILLARY EASEMENT AREA
- PROPERTY LINES

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